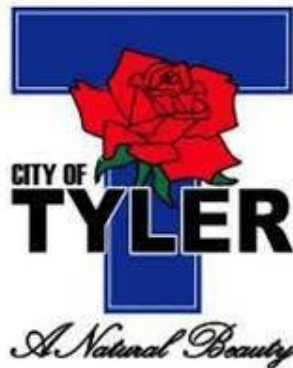


# QUALIFICATIONS PACKAGE

CITY OF TYLER  
CODE COMPLIANCE  
NEIGHBORHOOD SERVICES  
900 W. GENTRY PARKWAY  
TYLER, TEXAS 75702



BID #: 20-022

CITY-WIDE COMMERCIAL & RESIDENTIAL  
DEMOLITION SERVICES  
ANNUAL CONTRACT

January 27, 2020

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# 1.0 REQUEST FOR QUALIFICATIONS

- 1.1 PROJECT DESCRIPTION: Qualifications are being accepted by the City of Tyler for the provision of residential and commercial demolition services on an annual contract agreement. A total of 3 agreements may be established. In the event of an “Emergency” demolition that is declared by the City Building Official, the aforementioned selection process will be adjusted so as to provide for immediate work to begin. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

Demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) – such as a single family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse or that are subject to emergency demolition guidelines.

Any and all asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

**THERE IS NO MINIMUM GUARANTEE OF ANY WORK UNDER THIS CONTRACT.**

Historically, the City of Tyler has performed demolition related services on 25 residential and/or commercial structures and project sites per calendar year.

- 1.2 GENERAL REQUIREMENTS:

The Qualifications Documents submitted in accordance with this Request for Qualifications shall remain valid for ninety (90) days after the due date.

All Providers must comply with:

- Chapter 3, "Personnel/Civil Services/ TRMS", ARTICLE I. "PERSONNEL POLICIES", Section 3-2, "Equal Employment Opportunity", "of the Code of the City of Tyler, prohibiting discrimination in employment practices.
- Chapter 2-1, "Employment," Article III, "Discrimination," "of the City of Tyler, Texas Policies, Procedures, Reference Guide, and Organizational Culture.

1.3 INTERPRETATION OF THE REQUEST FOR QUALIFICATIONS:

All requests for an interpretation of the Request for Qualifications must be made in writing and submitted to the Neighborhood Services Department, by fax, regular mail, or email, at any time up to seven (7) calendar days prior to the deadline date for submitting Qualifications Packages. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the Qualifications Documents as a formal addendum. The City will attempt to fax a copy of each addendum to each person receiving a Qualifications Package, when those persons have identified themselves to the City. The City will also post addenda on the web site. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Qualifications Package.

1.4 CONFLICTS & QUESTIONS: Should there be conflicts between the Qualifications documents and the final executed contract document, the final contract shall take precedence. Questions regarding this Request for Qualifications should be directed in writing immediately to:

Austin Clowers  
Neighborhood Services  
City of Tyler  
900 W. Gentry Parkway  
Tyler, TX 75702

Phone 903.531.1307  
Fax 903.595.7292  
[aclowers@tylertexas.com](mailto:aclowers@tylertexas.com)

- 1.5 HOW TO SUBMIT A QUALIFICATIONS PACKAGE: Each Provider must submit **ONE (1) electronic copy on a flash drive and one bound hard-copy** of their Qualifications Package to the City. All items to complete the submittal must be included within the Qualifications Package or the entire Qualifications Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the Qualifications Package.

Qualifications Packages must be submitted in a sealed envelope, addressed to the City of Tyler Purchasing Office, 304 N Border, Tyler, Texas 75702, Attn: Sherry Pettit. The Qualifications Packages must be received by Purchasing no later than **2:00 p.m. on Tuesday, February 11, 2020.**

The bid number must be clearly marked on the envelope and the statement **"QUALIFICATIONS DOCUMENTS ENCLOSED, DELIVER TO TYLER CITY PURCHASING DEPARTMENT ONLY BEFORE 2:00 on Tuesday, February 11, 2020"** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Any Qualifications Documents not properly marked or not received in the proper place by the proper time will be considered non-responsive.

**NO FAXED QUALIFICATIONS WILL BE ACCEPTED**

- 1.6 OPENING OF QUALIFICATIONS: The Document entitled "Qualifications Summary" in each Qualifications Package submitted will be opened and read aloud at **2:30 P.M. on Tuesday, February 11, 2020**, in the Tyler City Council Chambers. The Qualifications Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offers and so as to keep such contents secret during negotiations. All Qualifications Packages will be open for public inspection after the contract is awarded. However, information in the Qualifications Packages subject to the trade secrets exception of the Public Information Act under § 552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

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1.7 QUALIFICATIONS EVALUATION CRITERIA: The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and qualifications. Qualifications will be evaluated by qualitative measures and will be weighted as follows:

	<b>MAXIMUM WEIGHT</b>
Provider's Experience	30 points
Qualifications of Provider's Personnel	30 points
Provider's Legal History	15 points
Provider's Work History With City *	10points
Qualifications of Provider's Subcontractors	10 points
<u>Provider's MBE Participation Plan</u>	5 points
<b>TOTAL</b>	<b>100 points</b>

\* No work history with the City will receive a score of 0 points.

*NOTE: Any of the above factors may be weighted as low as -20 points.*

The City may conduct such investigations as deemed necessary to assist in the evaluation of any Qualifications and to establish the responsibility, qualifications, and financial ability of the Provider, subcontractors, and other persons who are proposed to work on the project.

1.8 NEGOTIATION OF THE CONTRACT: After selecting the three most highly qualified Providers, the City will then attempt to negotiate with each Provider a contract. If a satisfactory contract cannot be negotiated with the one or more of the three most highly qualified Providers, the City shall formally end negotiations with the Provider(s), select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Qualifications based on a new scope of work. The fees under the contract must be consistent with industry standard and may not exceed any maximum provided by law. The City will negotiate with the successful Providers any final changes to the contract and any exceptions identified in the Qualifications Documents. The City is not obligated to accept any exceptions made by Provider. After the negotiations, the City will prepare and issue the contract documents with the notice of award to each successful Provider.

1.9 CONTRACT TIME: The successful Providers will be awarded two-year contracts with three one-year options to renew.

- 1.10 AWARD OF THE CONTRACT: The City will send a notice of award letter to each successful Provider with three (3) sets of contract documents. The successful Providers must execute the contracts in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to each Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.
- 1.11 RESERVATIONS: The City reserves the right to reject any or all Qualifications Packages and waive any or all formalities.

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## 2.0 QUALIFICATIONS DOCUMENTS

### 2.1 QUALIFICATIONS DOCUMENT CHECKLIST

All Qualifications Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Qualifications Package may be considered as a non-responsive submittal.

<u>Qualifications Documents</u>	<u>Initial if Included</u>
1. QUALIFICATIONS DOCUMENT CHECK LIST	_____
2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
3. BUSINESS DIVERSITY ENTERPRISES	_____
4. QUALIFICATIONS SUMMARY	_____
5. QUALIFICATIONS OF PROVIDER	_____
6. LIST OF SUBCONTRACTORS	_____
7. INSURANCE CERTIFICATES	_____
8. PROVIDER'S LICENSES & CERTIFICATES	_____
9. PROVIDER'S LEGAL & COMPLIANCE HISTORY	_____

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_



2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

2.2.1 Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Qualifications, and has attached all addenda following this page. (Add lines if necessary).

\_\_\_ Addendum Number 1 \_\_\_\_\_  
(Date received)

\_\_\_ Addendum Number 2 \_\_\_\_\_  
(Date received)

\_\_\_ Addendum Number 3 \_\_\_\_\_  
(Date received)

\_\_\_ Addendum Number 4 \_\_\_\_\_  
(Date received)

2.2.2 Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of no addenda to the Request for Qualifications.

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title (print or type)

2.3 MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The City of Tyler gives additional consideration to Minority/Women Business Enterprises. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in the procurement of services. This Request for Proposal consists of a MBE goal.

2.4 QUALIFICATIONS SUMMARY

**TO THE CITY OF TYLER:**

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform the required demolition services as instructed by the City. All work will be outlined in a Task Order issued by the City to the Provider for each required task. The Scope of Services is outlined on the following pages of the Qualifications Documents.

Provider acknowledges the need to respond to a Cost Estimate within 3 business days and be prepared to begin work no later than 14 calendar days from Cost Estimate submittal.

All Qualifications Documents have been submitted in one sealed package.

\_\_\_\_\_ Addenda to the Request for Qualifications have been received as acknowledged in Section 2.2.

This Qualifications Summary and the accompanying Qualifications Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

**PROVIDER:**

\_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Print or type name of signatory)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Phone)

\_\_\_\_\_  
(FAX)

2.5 QUALIFICATIONS OF THE PROVIDER

Provider shall provide its company name, address, telephone number(s), and FAX number(s) for the local office as well as the headquarters.

Provider shall attach a copy of its current statement of qualifications (**15-page maximum, 12 pt. type minimum**). If subcontractors are to be utilized, each subcontractor must be discussed within the statement of qualifications. Within the statement of qualifications, the Provider should:

- Document Provider's experience (including references) with demolition and asbestos abatement services as discussed in the following Scope of Services. This section should discuss past and current relevant jobs with special focus on LOCAL AREA work.
- Work orders that are funded fully or in part by federal funds may require compliance with the Davis-Bacon Act. Provide a list of projects where your firm was responsible for providing weekly payrolls. Briefly explain how you expect to meet this federal requirement.
- Submit an organization chart depicting contact arrangement from the City to the Provider and from the Provider's representative to other areas within the Provider. Identify key persons by name and title and describe the primary work assigned. This chart must include the individual(s) assigned to ensure the BDE plan is followed.
- Submit a brief résumé (one-page maximum, 12 pt type minimum) for the overall Contract Manager, NESHAP Trained Individual, and Primary Asbestos Contractor that will PERFORM WORK under this contract. These resumes count as part of the overall 15-page limit for the statement of qualifications.

**INCLUDE A COPY OF THE QUALIFICATIONS WITHIN THIS SECTION AND BOUND WITHIN THE QUALIFICATIONS PACKAGE**

## SCOPE OF SERVICES

### 2.5.1 General Overview

Qualifications are being accepted by the City of Tyler for the provision of residential and commercial demolition and asbestos abatement services on an annual contract agreement. Provider will be required to provide a “turn-key” service to the City. Individual projects will be released on a Task Order basis when the City elects to proceed with each effort. Providers are being asked to present the qualifications and experience of their company and their personnel for this work.

**THERE IS NO GUARANTEE OF ANY WORK UNDER THIS CONTRACT**, however the types of work for which the successful Provider should be qualified to perform include the following:

Residential and commercial demolition services may be performed on the following:

- Structures exempt from the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) – such as a single family residence.
- Facilities regulated under the Asbestos NESHAP that contain regulated asbestos containing material (RACM) below thresholds.
- Facilities regulated under the Asbestos NESHAP that require removal of RACM prior to building demolition.
- Facilities regulated under the Asbestos NESHAP that have been declared structurally unsound or in danger of imminent collapse.

Provider shall provide a minimum of 3 references for similar work performed within the past 18 months

Residential and commercial demolition and asbestos abatement services may be requested on a per property basis or as a group that may require phasing. Provider shall provide documentation of handling various types and sizes of projects.

Any and all asbestos related activities must be performed at a minimum in strict adherence to the Texas Asbestos Hazards and Protection Act, NESHAP, and Occupational Safety and Health Administration (OSHA) rules and regulations. If the Provider provides its own personal sampling pumps and PCM cassettes to the City’s Asbestos Consultant, then the City’s Consultant will perform the laboratory analysis of the PCM cassettes for OSHA monitoring.

Provider will be required to comply with all applicable Texas Pollution Discharge Elimination System (TPDES) Storm Water permits, rules and regulations.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

Each Provider must submit their qualifications for each type of work for which they are bidding or the submittal may be rejected.

Each provider including subcontractors shall NOT be listed on the Excluded Parties List System ([www.epls.gov](http://www.epls.gov)). Before proceeding on each project the provider including subcontractors will have to certify they are NOT on the EPLS.

### **2.5.2 Project Coordination**

Prior to demolition, contractor must obtain a permit to demolish any structures from the Planning and Demolition Department -

In obtaining the wrecking permit, the contractor will be required to abide by City of Tyler Article VI. Development Standards Division A, Landscaping and Tree Preservation Sec. 10-301-Sec. 10-307. Tree Preservation Requirements. also known as the "Tree Preservation Ordinances." Under the preservation ordinance, no tree 6" diameter or greater will be removed with a permit (Ord. No. 0-2009-19; 3/11/09) (Ord. No. 0-2009-88; 8/26/09).

### **2.5.3 Site Preparation**

Utilities will have been terminated to the sites. Prior to demolition, the contractor will be responsible for verifying that all utilities (i.e. natural gas, telephone, water, etc.) have been disconnected. Contractor will cut and cap all site utilities at point of connection to the site.

Contractor will be responsible for contacting applicable utility services in order to decide whether or not main lines or routes effectively traverse the project site. It will be determined with the consultation of City staff the best method to address any utility concerns involving the aforementioned utility service issues.

### **2.5.4 Site Work**

All regulated structures will be abated of all RACM and will be demolished typically removing all slabs/foundations, utility infrastructure and grading of the parcel to properly manage storm water.

Prior to the start of abatement and demolition of any structure, each structure shall be inspected to ensure the safety of the crew.

All debris generated from the removal of RACM is to be disposed of as asbestos-containing waste.

Prior to any site disturbance, the contractor will have implemented storm water Best Management Practices (BMPs), if applicable. This may include, but not be limited to, the use of silt fencing, rock check dams, mulching, erosion control blankets, curb and inlet protection devices, sediment traps, sediment basins, and/or stabilized construction entrances and exits.

Contractor shall clean and remove all remaining furniture, household furnishings, building materials, tires, debris, trash, rubbish and any other solid waste from the premises. These materials shall be recycled, reclaimed or disposed at a facility or landfill that is approved to accept such waste.

Contractor shall maintain proper safety fencing, as needed, and also provide for adequate signage, barricades, traffic cones, and "flagmen" during the course of the project when heavy traffic will be leaving or entering the site. Temporary safety fencing to be used shall be a heavy-duty, diamond-link mesh, orange, high density polyethylene safety or security fencing that will withstand substantial weather-related stresses.

The contractor shall use applied water to the structure prior to and during the demolition process, including loading of debris so as to prevent fugitive dust emissions from leaving the project site in accordance with the provisions of NESHAP.

The Contractor is responsible for obtaining a City of Tyler – Water Department water meter if usage of water from nearby fire hydrants is anticipated.

The work area will be maintained in a manner that will control all demolition debris from becoming windblown and/or migrating from the work area during and after working hours.

The contractor shall use site material, if available, or clean fill from an approved source to fill any holes in the terrain resulting from any of the above work, and grade the entire lot, ensuring that low areas are filled to prevent the pooling of water.

For the duration of the entire project, contractor shall sweep dirt and debris from the haul routes used to ensure any sediment tracked from the site is collected and does not migrate onto City streets.

### **2.5.6 Time of Completion and Liquidated Damages**

Bidder must agree to commence work on or before a date to be specified in a written “Notice to Proceed” of the city and to fully complete the project within 25 calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$50.00 for each consecutive calendar day thereafter provided in the General Conditions. Should the Contractor feel this time to be insufficient, the contractor should so state in the proposal in the space provided. Construction time will be considered in the award of the contract.

### **2.5.7 Laws and Regulations**

The bidder’s attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over demolition of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. This provision includes the requirement that a Certified Renovator firm or individual be employed to assure that lead-safe work practices are followed on any project involving a structure built prior to 1978 consistent with the EPA RRP rule and HUD’s LSHR.

### **2.5.8 Notice to Proceed**

The written Proceed Order shall be issued within 10 days from the date of this contract. The performance of the work under this Agreement shall be commenced within 10 days after issuance of the Proceed Order. Should the Contractor fail to commence work within the aforementioned time, then the Tyler Neighborhood Services Department shall have the right to terminate the contract forthwith by giving the Contractor written notice of such termination. Such termination shall be effective as designated in said notice.

### **2.5.9 Assignment of Contract**

The Contractor shall not assign the contract without written consent of the City or the Tyler Neighborhood Services Department.

### **2.5.10 OSHA Requirements**

The Contractor will be required to adhere to, and all mechanical equipment and construction procedures shall conform to, all of the applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA), which is made a part of this contract by reference.

### **2.5.11 Safety Standards and Accident Prevention**

With respect to all work performed under this contract, Contractor shall:

- a. comply with the safety standards provision of applicable laws, building and construction codes, and the requirements of Title 29 of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971;
- b. exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

### **2.5.12 Rights of Structural Determination**

The City of Tyler or its designee shall have the right to remove all or any structures that are determined salvageable from bid consideration or contract award. When such a determination has the effect of removing a structure(s), the contract amount shall be reduced by the bid award amount for the structure(s) which has been determined salvageable. The Contractor shall have no further interest therein and is released from performance of the portion of the contract attributable to the structure removed from the contract. The performance bond shall be recovered un-negotiated upon total contract completion. At no time will a partial refund of bid or performance bond be allowed.



2.6 LIST OF SUBCONTRACTORS

Providers shall complete the following information and submit it with the Qualifications Documents to permit the City of Tyler to more fully evaluate the submittal's quality prior to awarding the contract.

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Subcontractor's FAX Number	Proposed Tasks on the Project

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

2.7 INSURANCE CERTIFICATES

2.7.1 **FOR PURPOSES OF THIS REQUEST FOR QUALIFICATIONS, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE.**

2.7.2 The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Tyler certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection.

(a) Insurance coverage and limits:

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. Commercial General Liability
  - o \$1,000,000 each occurrence
  - o \$2,000,000 aggregate
2. Automobile Liability
  - o \$1,000,000 each accident, or
  - o \$250,000 property damage / \$500,000 bodily injury per person per accident

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project.

3. Worker's Compensation
  - o Coverage A: statutory limits
  - o Coverage B: \$100,000 each accident  
\$500,000 disease - policy limit  
\$100,000 disease - each employee
4. Professional Liability
  - o \$1,000,000 each claim
  - o \$2,000,000 aggregate

Professional Liability Insurance shall be written on a project specific basis. The retroactive date shall be coincident with or prior to the date of this contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of

insurance shall be submitted to the City for each year following completion of this contract.

5. Environmental Impairment Liability and/or Pollution Liability
  - o \$2,000,000 per occurrence.

EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

6. Asbestos Abatement Insurance - \$2,000,000 each occurrence with no Sunset Clause.

(b) Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section (a) above are provided under applicable policies documented thereon.
3. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
4. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to the City. A ten (10) days' notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Provider's insurance policies. Notice shall be sent to Austin Clowers, City of Tyler – Neighborhood Services, 900 W. Gentry Parkway, Tyler, Texas 75702
5. Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by the City; and, such insurers shall be acceptable to the City in terms of their financial strength and solvency.
6. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must be also approved. Dedicated

financial resources or letters of credit may also be acceptable to the City.

7. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the contract.
8. The City shall be entitled, upon its request and without incurring expense, to review the Provider's insurance policies including endorsements thereto and, at the City's discretion, the Provider may be required to provide proof of insurance premium payments.
9. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the City approves such exclusions.
10. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of Provider's overhead.
11. All insurance required in section (a) above, except for the Professional Liability insurance policy, shall be written on an occurrence basis in order to be approved by the City.
12. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

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2.8 PROVIDER'S LICENSES & CERTIFICATES

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to:

- DSHS Abatement Contractor License;
- DSHS Abatement Supervisor;
- DSHS Asbestos Transporter License;
- TCEQ Asbestos Landfill; and
- NESHAP Trained Individual.

DSHS Abatement Worker Licenses do not need to be included within this RFQ.

**ATTACH COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES  
FOLLOWING THIS PAGE AND BOUND WITHIN THE QUALIFICATIONS PACKAGE**

## 2.9 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Qualifications. Read this section with care and respond accordingly. Failure of the Provider to provide all the information requested and to certify the report, will result in the Provider's submittal being declared non-responsive.

Provider shall attach a written report of legal action brought against Provider, Provider's officers, Provider's employees, AND Provider's proposed subcontractors relating to the protection of the environment. The terms "legal action" and "relating to the protection of the environment" are defined below.

The report shall include all legal action brought within **5 years of the closing date of this Request for Qualifications**. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information for each case at a minimum:

- Style of Case ( X vs. Y )
- Cause Number
- Court
- Date of Disposition
- Settlement Information (as appropriate)
- Names / Addresses of all parties named
- Counsel List and phone numbers
- Judgment and Order of Judgment

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation Commission), the Texas Department of State Health Services (including its predecessor agency the Texas Department of Health), and any other state agency, commission or department, whether in Texas or elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, civil litigation and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

"RELATING TO THE PROTECTION OF THE ENVIRONMENT" means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the air, surface water, drinking water, groundwater, storm water, publicly owned treatment works, or land.

THE REPORT SHALL BE SIGNED AND CERTIFIED by an authorized representative of the Provider, using the form on the following page. The top portion of the form is to be completed if a report of legal action is attached. The bottom portion of the form is to be completed if Provider has no legal action to report. **Make certain that the appropriate portion of the form is filled out and signed.**

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

- (1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;
- (2) if the Provider is a partnership, a general partner; and
- (3) if the Provider is a sole proprietorship, the sole proprietor.

**INCLUDE A COPY OF THE REPORT OF LEGAL ACTION  
FOLLOWING THE CERTIFICATION PAGE AND  
BOUND WITHIN THE QUALIFICATIONS PACKAGE**

## Certification of Provider's Legal and Compliance History

Complete ONE of the Following Certifications:

### ***Certification of Legal Action Report***

I certify under penalty of law that the attached Legal Action Report detailing Provider's, Provider's officers, Provider's employees, and Provider's proposed subcontractors legal and compliance history relating to the protection of the environment was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Date

### ***Certification of NO Legal Action***

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Date



## 3.0 Sample Documents

Property Address \_\_\_\_\_

Parcel # \_\_\_\_\_

Item	Type	Description	Est. Quantity	Unit	Unit Price	Total
1.1	<b>RESIDENTIAL</b>	WOOD FRAME PROPERTY		SQFT	\$ -	\$ -
		MULTI LEVEL		SQFT	\$ -	\$ -
		MASONARY/BRICK PROPERTY		SQFT	\$ -	\$ -
		MULTI LEVEL		SQFT	\$ -	\$ -
	<b>COMMERCIAL</b>	METAL		SQFT	\$ -	\$ -
		MULTI LEVEL		SQFT	\$ -	\$ -
		MASONARY/BRICK		SQFT	\$ -	\$ -
		MULTI LEVEL		SQFT	\$ -	\$ -
	<b>RES/COMM</b>	DETACHED METAL GARAGE		SQFT	\$ -	\$ -
		DETACHED WOOD FRAME GARAGE		SQFT	\$ -	\$ -
1.2	<b>SWIMMING POOLS</b>				\$ -	\$ -
	<b>20' X 30'</b>	CONCRETE INGROUND (SPAS, JACUZ)		SQFT	\$ -	\$ -
	<b>10'X 20'</b>	VINYL/PLASTIC SIDED IN GROUND		SQFT	\$ -	\$ -
	<b>10'X20'</b>	VINYL/PLASTIC SIDED ABOVE GROUND		SQFT	\$ -	\$ -
1.3		CONCRETE AND ASPHALT REMOVAL, FOUNDATIONS, DRIVEWAY, SIDEWALKS, PATIO, PORCHES, ETC.		SQFT	\$ -	\$ -
1.4		MISC DEBRIS REMOVAL, (i.e. TRASH, CONSTRUCTION, DEMOLITION MATERIALS, SHRUBS, ETC.)		CUYD	\$ -	\$ -
1.5		MISC ITEMS, METAL OR WOOD STORAGE BUILDING		SQFT	\$ -	\$ -
1.6		MISC. ITEMS WOOD OR METAL FENCE, ETC		LFT	\$ -	\$ -
1.7		MOWING		SQYD	\$ -	\$ -
1.8		MOBILIZATION FEE		EACH	\$ -	\$ -
1.9		FILL IN WATER WELLS WITH OR WITHOUT CASING		LFT	\$ -	\$ -
1.1		PUMP OUT SEPTIC TANKS		GAL	\$ -	\$ -
1.11		SIGNAGE, COMMERCIAL ADVERTISING, ETC		SQFT	\$ -	\$ -
1.12		FILL DIRT		CUYD	\$ -	\$ -
1.13		GRASS SOD		SQYD	\$ -	\$ -
1.14		GRASS SEED AND MULCH		SQYD	\$ -	\$ -
1.15		SPECIAL SITE PROTECTION NEEDS (fencing, silt screen, barricades, etc.)		LFT	\$ -	\$ -
1.16	<b>HAZARDOUS MATERIALS</b>				\$ -	\$ -
		PAINT		GAL	\$ -	\$ -
		TIRES		EACH	\$ -	\$ -
		OIL		GAL	\$ -	\$ -
					\$ -	\$ -
		TOTAL FOR THIS PROPERTY				\$ -

***INFORMATION ONLY***