



**City of Universal City  
2150 Universal City Blvd  
Universal City, TX 78148**

## **Request for Proposals**

for

# **BUILDING DEMOLITION SERVICES**

**RFP No. 2020-01**

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# PROPOSAL OF BIDDERS

The following RFP, and accompanying specifications and bid forms, are for your convenience in bidding the enclosed referenced products and/or services for the City of Universal City, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Universal City, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

**Requirements for Building Demolition Services  
No# 2020-01**

Respectfully Submitted,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CONTACT PERSON (Must have knowledge of Bid)

\_\_\_\_\_  
BILLING ADDRESS

STREET

CITY

STATE

ZIP

\_\_\_\_\_  
MAILING ADDRESS

STREET

CITY

STATE

ZIP

\_\_\_\_\_  
PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

# NOTICE TO BIDDERS

**Sealed** proposals will be received by the City, Universal City, Texas, to the attention of Kim M. Turner, City Manager, 2150 Universal City Blvd, Universal City, TX 78148, until the hour of **2:00PM on the 27th day of August, 2020**, at which time proposals duly delivered and submitted will be considered for supplying the following:

## REQUEST FOR PROPOSAL FOR BUILDING DEMOLITION SERVICES

**No # 2020-01**

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the City Manager's Office, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If mail is delayed by the postal service or courier service beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

**The term RFP and BID are used as interchangeable terms in this document.**

**Information on the bid process/procedures**, or any other bid-related questions, may be obtained from Kim M. Turner, City Manager at 210-619-0705 and via email: **CityManager@UCTX.Gov**.

Until the final award by the City of Universal City, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

A mandatory pre-bid meeting will be held on **Wednesday 05 August 2020 @ 10:00 a.m.**, on-site at the 414 E. Aviation, Universal City, TX 78148. This meeting is to answer questions regarding the bid requirements and provide a beginning point for all site visits. It is anticipated that visits to each site will occur within a 3-hour block of time. Due to the importance of all bidders having a clear understanding of the specifications and scope of work required in this solicitation, attendance at this pre-bid meeting is mandatory and a prerequisite for submitting a bid. **Bids will only be accepted from those bidders represented at the pre-bid meeting**, as evidenced by signature on the attendance roster.

### Publication Dates:

**Express Newspaper**  
Friday, 24 July 2020  
Friday, 31 July 2020

**San Antonio Business Journal**  
Friday, 24 July 2020

**Bid Open Date: 27 August 2020 @ 2:00 PM, 2150 Universal City Blvd, Universal City, TX 78148**

**Bid Award Date: 15 September 2020 @ 6:30 PM, City Council Meeting, 2150 Universal City Blvd, Universal City, TX 78148**

## PROJECT SCOPE

The project scope includes hazardous material abatement, demolition and removal, and clean up, of property improvements on multiple properties within the cities of Universal City, Schertz, Converse, and Bexar County through an Interlocal Agreement with the Alamo Area Council of Government (AACOG). The City of Universal City is the Project Manager for this RFP.

The properties include, but are not limited to, nine (9) wood-framed and brick façade single-family residences and storage sheds, one (1) residential concrete foundation, one (1) rural tract with mobile home, sheds, a water well, and three undeveloped parcels with debris.

Upon completion of demolition and clean-up, the properties shall be returned to a natural vegetated state.

See Appendix A for subject property listing, and brief overview of environmental site assessments, and hazardous material surveys. **The full detail assessments and surveys should be reviewed or downloaded by going to [www.UCTX.Gov/DemoProject](http://www.UCTX.Gov/DemoProject).**

## GENERAL CONDITIONS

### ADDENDA

**It is the responsibility of the vendor to check for addenda.** Addenda will be posted to [www.UCTX.Gov/DemoProject](http://www.UCTX.Gov/DemoProject).

### ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

### BID CONSIDERATION / TABULATION

Until final award of the Contract, the City reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the Specifications section for **EVALUATION CRITERIA**.

### BID SUBMISSION

Bids may be submitted in person or online at [www.CIVCAST.com](http://www.CIVCAST.com).

- Submit bids via mail to 2150 Universal City Blvd, Universal City, TX 78148.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 1 of the Notice to Bidders.

### BRAND NAMES

If items for which bids have been called for have been identified by a “brand name or equal” description,

such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

### **CHANGES OR ALTERATIONS**

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

### **COMPLETING INFORMATION**

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City’s option.

### **CONTRACT CLAUSE**

All bidders understand and agree that the vendor’s bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

### **DEFAULT**

In case of default of the successful bidder, the City of Universal City may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

### **DELIVERY**

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Universal City, Texas, all freight prepaid.

### **DELIVERY DATE**

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Universal City considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Universal City, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

## **INSURANCE**

Deductibles, of any type, are the responsibility of the vendor/contractor.

## **MISCELLANEOUS**

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Universal City. As such, the City of Universal City has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

## **PAYMENT TERMS & CONDITIONS**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Universal City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Invoices shall include the Invoice Form provided in Appendix B.

No Change Orders will be accepted.

## **PROVISIONAL CLAUSES**

The City of Universal City will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

## **REJECTION OF BIDS**

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

### **REQUEST FOR NON-CONSIDERATION**

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the City Manager and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

### **SALES TAX**

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

### **PROPOSAL DEFINITIONS:**

"City" is the City of Universal City, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Universal City.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

"TAHPR" is the Texas Asbestos Health Protection Rules: <https://www.dshs.texas.gov/asbestos/laws-rules.aspx>

"NESHAP" is the National Emission Standard for Hazardous Air Pollutants Program:

<https://www.epa.gov/stationary-sources-air-pollution/national-emission-standards-hazardous-air-pollutants-neshap-9>

"OSHA" is Occupational Safety and Health Administration. <https://www.osha.gov/>

"Contract" is the Demolition Contract as attached as **APPENDIX D** and fully incorporated herein.

### **PROPOSAL TERMS**

- A. The City of Universal City reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, qualifications and capabilities to provide the specified service, and other factors which the City of Universal City may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider

proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.

- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.

## **DESCRIPTION OF SERVICES**

The contractor shall provide all personnel, equipment, tools, materials, supervision and all other items or services necessary to perform demolition service of properties and existing structures on identified properties identified in this statement of work. The properties include, but are not limited to, nine (9) wood-framed and brick façade single-family residences and storage sheds, one (1) residential concrete foundation, one (1) rural tract with mobile home, shed, a water well, and three (3) undeveloped parcels with debris. Upon completion of demolition and clean-up, properties shall be returned to their natural vegetated state.

See Appendix A for subject property listing, and brief overview of environmental site assessments, and hazardous material surveys. Please note that some asbestos surveys were conducted in 2017 with remediation being completed in the same year. However, subsequent asbestos surveys were done in January 2020 and additional ACM were identified for remediation.

Services the contractor shall provide include the following:

- Single Mobilization and demobilization / Project Setup
- Materials, labor, insurance, overhead
- Trade equipment
- Transportation and disposal
- Asbestos remediation as identified in Appendix A; NESHAP regulations mandatory. All mastic contaminated material identified in the provided Asbestos survey will be removed under TAHPR and NESHAP requirements and hauled to a legal landfill licensed to receive ACM material, as per State regulations, with proof of acknowledged manifest.
- Wetting of materials for dust control
- Demolition and proper disposal of residential structures, accessory structures, fencing, concrete paving and sidewalks, foundations, footings, piers 2' below existing grade under, and any other item(s) and debris on the site.
- Demolition permit and fees, if applicable
- Disposal Fees, if applicable
- Temporary Fencing required for parcels with adjacent residential properties
- Tree Removal
- Bee/Insect Removal, if applicable

- Stormwater erosion controls devices
- Water Well plugging/capping per TCEQ regulations
- Removal of Underground Storage Tanks (UST), if applicable
- Air monitoring or any consulting services
- Capping of utilities and removal of underground utility lines if less than 2 ft underground
- Curbing installation or replacement shall follow the design specifications of the City of Universal City
- This proposal must include import of backfill and rough grade to promote positive drainage. Backfill shall be done with clean fill material including a topsoil material in preparation for seeding. Contractor must proof roll the fill material to assure compaction and a level sit to existing elevations.
- Final site clean of disturbed areas.

## DEMOLITION SCOPE OF WORK

Acquire demolition permits and pay any registration fees, as required by the City or County having jurisdiction over the parcel (s).

All mastic contaminated material identified in the provided Asbestos survey will be removed under **NESHAP requirements** and hauled to a legal landfill licensed to receive ACM material, as per State regulations, with proof of acknowledged manifest.

Temporary fencing and stormwater controls required.

Utility Disconnects: It is the responsibility of the City of Universal City to ensure that active service accounts with all service providers are closed and rendered inactive. Contractor shall have electric and gas disconnected from the structures/properties and water/sewer shall be capped just below the slab elevations.

Contractor shall demolish and dispose of residential structures, accessory structures, fencing, paving and sidewalks, foundations, footings, piers 2' below existing grade, and any other item(s) and debris on the site. Remove any base material under structures and pavements. Do not remove fencing shared with non-DoD neighbors. Utilities shall be capped and removed if less than 2-ft below grade. Any underground storage tanks shall be removed. Any existing water wells shall be plugged and capped. Any/all existing man-made structures shall at minimum be made flush or below final grades to permit mowing/maintenance of all parcels.

Any trees limiting equipment access for demolition effort may be removed. Otherwise, existing trees shall remain protected and undamaged.

All shrubs and landscaping, except for trees, shall be removed from the properties on Lindbergh Blvd and Elvira Ave.

All tree/shrub stumps shall be removed to flush with final grade or below grade.

Mow parcels and reseed all disturbed areas.

The estimate shall include import of subgrade and topsoil, backfill, compaction, and grading to promote positive drainage. All topsoil/final grading shall be free from rocks and debris 1- inch and greater prior to mowing and final inspection. Contractor shall reseed and revegetate any disturbed areas with grass seed. The grass seed shall be a native mix with mature heights between 7-14 inches. The contractor shall mow the parcels at least once after revegetation is accomplished and prior to final inspection.

Curbs shall be replaced at existing driveways on Lindbergh Blvd. Curbing replacement and/or installation shall follow the Curb Specifications of the City of Universal City.

Contractor must proof roll the fill material to assure compaction and a level site to existing elevations.

Final site clean of disturbed areas.

**QUALITY ASSURANCE.** The government will inspect contractor work and document inspections. Acceptance of work will be the responsibility of 502 CES project manager.

## **EVALUATION CRITERIA**

The following criteria will be used by City staff to evaluate the proposals and award the contract to the bidder whose proposal is determined to be most advantageous to the City based on relative importance of price and the following evaluation criteria::

- ❖ 50% Experience – The quality of the bidder and of the bidder’s good or services in building demolition services, including years and history, particularly involving NESHAP regulated projects.
- ❖ 30% Reference – The reputation of the bidder and of the bidder’s good or services in building demolition services. Respondents shall provide a minimum of three (3) references for which the scope of work involved similar NESHAP-related demolition services.
- ❖ 20% Lump Sum Fee (the purchase price).

City staff may choose to meet with the top-rated offerors. A bidder’s prior performance on similar contracts may be considered in evaluating bids. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

## **PRE-BID MEETING**

A **MANDATORY** Pre-bid meeting will be held at **10:00 AM, Wednesday 05 August 2020, onsite, at the 414 E. Aviation Blvd, Universal City, TX 78148**. Bids will not be accepted by any bidder that does not present at this Pre-bid meeting.

## STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions that are substantially similar to those listed below. The following is a summary of the general terms and contract provisions that apply to all independent contractors of service to the City of Universal City:

### GENERAL TERMS - INDEPENDENT CONTRACTOR RESPONSIBILITIES

- A. The independent contractor is to report to the City's designated representative and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the independent contractor must be dated and bear the independent contractor's name and be submitted to the City's designated representative.
- C. All reports made in connection with these services are subject to review and final approval by the City's designated representative.
- D. The City may review and inspect the independent contractor's activities during the term of this contract.
- E. If applicable, the independent contractor shall submit a final, written report to the City's designated representative.
- F. After reasonable notice to the independent contractor, the City may review any of the independent contractor's internal records, reports, or insurance policies.
- G. The independent contractor will provide the required services personally and will not subcontract or assign the services without the City's prior written approval.
- H. The independent contractor will not hire any City employee for any of the required services without the City's prior written approval.

### INDEMNIFICATION AGREEMENT

**CONTRACTOR shall indemnify, defend and hold harmless UNIVERSAL CITY, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by CONTRACTOR or CONTRACTOR's agent, consultant under contract, or another entity over which CONTRACTOR exercises control (whether active or passive) of CONTRACTOR or its employees, agents or sub-contractors (collectively referred to as "CONTRACTOR") (ii) the failure of CONTRACTOR to comply with any of the paragraphs herein or the failure of CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of CONTRACTOR, or any of its sub-contractors, as provided above, for which CONTRACTOR's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require CONTRACTOR to indemnify, defend, or hold harmless any**

**Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of CONTRACTOR in performing Services under this Agreement.**

**For CONTRACTOR Liability Claims, CONTRACTOR shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that CONTRACTOR or CONTRACTOR's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.**

#### INSURANCE REQUIREMENTS

- A. Independent contractor must provide Commercial General Liability insurance with a limit of not less than \$2,000,000.
- B. Independent contractor must provide Auto Liability insurance with a limit of not less than \$1,000,000 for each accident.
- C. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since January 1, 2005.
- D. Independent contractor shall furnish the Universal City City Clerk's Office with certification of insurance evidencing such coverages and endorsements at least ten (10) working days prior to commencement of services under this contract. JBSA, shall be listed as an additional insured on the certificate of insurance.

Certificates of insurance shall be addressed to:

Kristin Mueller  
City Clerk  
2150 Universal City Blvd.  
Universal City, TX 78178  
RE: Building Demolition Services Contract

The independent contract shall provide thirty (30) days written notice from Certificate Holder(s) for cancellation of insurance coverage.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public agency or authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

### **Environmental Requirements**

Take no action or inaction that exposes the City to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency

assesses either a monetary or non-monetary fine or penalty for Contactor's noncompliance, the Contractor shall reimburse the City for all associated costs. Remove all hazardous material and waste upon completion of the contract. Abandoned waste shall be managed as "unknown waste", and the contractor shall bear the cost of any analytical, disposal, or other costs incurred.

Regulated Waste is defined as (1) hazardous waste as defined in EPS Regulations 40 CFR 261, (2) universal waste as defined in EPA Regulations 40 CFR 273, and (3) Class 1 industrial waste as defined in TCEQ Regulation 30 TAC Parts 335 and 503. Manage all regulated waste in accordance with applicable Federal, state, and local regulations.

### **Demolition Notification**

A State demolition notification shall be submitted followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether there is asbestos present or not. All demolition and abatement activities must be done with wet methods. A licensed, certified NESHAP person must be on site throughout the demolition process in the event asbestos is hidden, it can be separated and abated from the demolition pile.

### **Compliance with Nationally Recognized Standards**

All works shall be performed in compliance with the latest editions of the American National Standards Institute (ANSI), American Water Works Association (AWWA), the American Society of Civil Engineers (ASCE), the American Society for Testing and Materials (ASTM), as well as applicable and appropriate sections of OSHA, the State of Texas (30 TAC), and industry recognized best business practices. All products shall be removed or installed according to manufacturer's recommendations.

### **Safety Requirements**

The Contractor shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA Regulations. Precautions and safety measures shall be provided for the safety of all contractors' workers. The Contractor shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall provide a written safety plan outlining Contractor Safety Procedures for all work under this contract and is subject to acceptance by the City of Universal City prior to commencement of work.

### **Storm Water Containment**

Block solids in storm water runoff to all nearby storm sewers with silt screen. Secure loose dirt by using temporary berm to avoid discharge to storm inlet. Storm water best management practices must be implemented in accordance with the Universal City storm water management plan. Point of Contact is Wesley Keller at 210-619-0722.

## **Workmanship**

All work to be performed in a neat and workmanlike manner and in compliance with manufacturer's recommendation and the latest aforementioned edition/specifications within AWWA, ANSI and ICC Code Family.

## **Licensing Requirements**

All work is to be accomplished with the necessary qualified and licensed tradesmen that have met all the current City and State Certification or license requirement to accomplish the specified work.

### **INTEREST OF INDEPENDENT CONTRACTOR AND CITY OF UNIVERSAL CITY**

The independent contractor promises that it has no interest which would conflict with the performance of this contract; no officer, agency, employee of the City of Universal City, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

### **CONTINGENT FEES**

The independent contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the City may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the independent contractor.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or whether all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the City. The independent contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the independent contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

### **EQUAL ACCESS**

The independent contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

## OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the independent contractor. During the performance of the services, the independent contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the independent contractor must reference the project sponsorship by the City of Universal City. Any publication of the information or results must be coauthored by the City.

## ASSIGNS & SUCCESSORS

This Agreement is binding on the City and Contractor, their successors and assigns. This Agreement shall be non-transferable. Neither the City nor Contractor shall assign or transfer its interest in this Agreement without the prior written consent of the other. Contractor shall notify the City in writing, of any transfers of ownership including a change in the principals of the Contractor's Firm. A change in principals of the firm shall constitute a change in ownership for purposes of this section.

## TERMINATION OF CONTRACT

In cases of termination without cause, either party may terminate the contract by giving thirty (30) days written notice to the other party.

## PAYROLL TAXES

The independent contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

## CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the City and the independent contractor will be incorporated into this contract by written amendments signed by both parties.

## CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Texas. The parties agree that the proper forum for litigation arising out of this contract is Bexar County, Texas.

## EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

## **PRICING SCHEDULE:**

### **Submit one per address**

The form for the Pricing Schedule can be found in **APPENDIX C**. Even though the contract for the Project is a lumps sum, Contractor shall complete a Pricing Schedule for each address/parcel to ensure that the full scope of work is understood for each parcel.

## **NESHAP GUIDELINES**

Due to the number of structures within the scope of this work, the project fall under the Asbestos

National Emission Standards for Hazardous Air Pollutants (NESHAP) Guidelines. The EPA's air toxics regulation for asbestos is intended to minimize the release of asbestos fibers during activities involving the handling of asbestos.

### **This Project is Classified as Large-Scale Residential Demolition**

In 1990, EPA amended the NESHAP for asbestos. In the revised rule, EPA noted that it does not consider residential structures that are demolished or renovated as part of a commercial or public project to be exempt from the NESHAP. For example, EPA explained that the demolition of one or more houses as part of an urban renewal project, a highway project, or a project to develop a shopping mall, industrial facility, or other private development would be subject to the NESHAP.

In 1995, EPA issued a [Clarification of Intent \(PDF\)](#) (2pp, 147k) regarding demolition of isolated single family homes.

Contractors are responsible for following the NESHAP Guidelines.

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

#### **Changed or Amended Contracts:**

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

**Filing Process:**

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

**Acknowledgement by State Agency or Governmental Entity:**

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

**\*\*Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

## APPENDIX A—Property Listing

A State demolition notification shall be submitted followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether there is asbestos present or not. All demolition and abatement activities must be done with wet methods. A licensed, certified NESHAP person must be on site throughout the demolition process in the event asbestos is hidden, it can be separated and abated from the demolition pile. The 2017 and 2020 Hazardous Material Reports and Environmental Site Assessments (ESA) for each parcel, if applicable, can be obtained at [WWW.UCTX.Gov/DemoProject](http://WWW.UCTX.Gov/DemoProject)

1. 10721 Elvira Ave., Schertz, TX 78154: All materials sampled for demolition are NAD, No Asbestos Detected.
2. 10725 Elvira Ave., Schertz, TX 78154: All materials sampled for demolition are NAD, No Asbestos Detected.
3. 10731 Elvira Ave., Schertz, TX 78154: Ceiling texture in bedroom is positive for ACM, as did the shingles under the eaves of the front and back porch. Travel Trailer with a roof deck of less than 160 sq ft tested positive for ACM; must be hauled off & disposed intact or remediated and then hauled off.
4. 10712 Lower Seguin Rd., Schertz, TX 78154: Red linoleum in debris pile in shed is positive for ACM.
5. 406 E. Lindbergh Blvd, Universal City, TX 78148: Adhesive caulk under porch ceiling running below the wood shingles tested positive for ACM. Hidden suspects behind the walls.
6. 410 E. Lindbergh Blvd, Universal City, TX 78148: All materials sampled for demolition are NAD, No Asbestos Detected.
7. 414 E. Lindbergh Blvd, Universal City, TX 78148: 453 SQ F of linoleum and mastic tested positive for positive for ACM.
8. 418 E. Lindbergh Blvd, Universal City, TX 78148: A sanitary pipe in the bedroom has transite asbestos containing materials.
9. 422 E. Lindbergh Blvd, Universal City, TX 78148: All materials sampled for demolition are NAD, No Asbestos Detected.
10. 453 E. Lindbergh Blvd, Universal City, TX 78148: Transite shingles on front lawn and transite shingles on the East side of the house.
11. 449 E. Lindbergh Blvd, Universal City, TX 78148: Pipe next to hot water closet, floor tie.es and mastic in bedrooms 1, 2, & 3 tested positive with multiple hazardous materials. Exterior transite shingles contain 20% Chrystotile.
12. 999 FM 78, Converse, TX 78109 (Parcel ID 354103- 354106) The debris on this property was not sampled for hazardous materials.
14. 10251 Loop 1604, Converse, TX 78109 (Parcel ID 306999) The debris on this property was not sampled for hazardous materials.

## **APPENDIX B—Invoice Form**

**This document will be provided to the awarded contractor**

## APPENDIX C—Price Schedule Example

ADDRESS:	
SCOPE OF WORK:	
ADDRESS:	
SCOPE OF WORK:	
ADDRESS:	
SCOPE OF WORK:	
LUMPS SUM	\$

# APPENDIX D—Demolition Contract

## DEMOLITION CONTRACT

This Demolition Contract (hereinafter the “Agreement”) is entered into by and between the City of Universal City, Texas, a Texas Home-Rule Municipal Corporation (“City”) and \_\_\_\_\_ (“Contractor”), who are collectively referred to herein as the “Parties.” The below terms and conditions shall govern all agreements unless otherwise agreed to by a *specifically executed provision* within the Agreement and then, only if permissible by law. Absent a specifically executed provision referencing modification, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written in any other contract document between the Parties.

### **LOCATION OF THE BUILDINGS & PROPERTIES TO BE DEMOLISHED:**

The properties include, but are not limited to, nine (9) wood-framed and brick façade single-family residences and storage sheds, one (1) residential concrete foundation, one (1) rural tract with mobile home, shed, a water well, and three (3) undeveloped parcels with debris.

13. 10721 Elvira Ave., Schertz, TX 78154
14. 10725 Elvira Ave., Schertz, TX 78154
15. 10731 Elvira Ave., Schertz, TX 78154
16. 10712 Lower Seguin Rd., Schertz, TX 78154
17. 406 E. Lindbergh Blvd, Universal City, TX 78148
18. 410 E. Lindbergh Blvd, Universal City, TX 78148
19. 414 E. Lindbergh Blvd, Universal City, TX 78148
20. 418 E. Lindbergh Blvd, Universal City, TX 78148
21. 422 E. Lindbergh Blvd, Universal City, TX 78148
22. 453 E. Lindbergh Blvd, Universal City, TX 78148
23. 449 E. Lindbergh Blvd, Universal City, TX 78148
24. 999 FM 78, Converse, TX 78109 (Parcel ID 354103- 354106)
25. 10251 Loop 1604, Converse, TX 78109 (Parcel ID 306999)

### **Article 1. WORK TO BE PERFORMED**

- 1.1 The Work to be performed by Contractor under this Agreement is all work required to provide a complete and full demolition of the Buildings and removal of all property and items stored therein or adjacent thereto as further described in **Exhibit A** attached herein. Upon completion of demolition and clean-up, properties shall be returned to their natural vegetated state. This work covered by this Agreement is referred to collectively as the "Work."
- 1.2 Contractor shall perform all Work in a good and workmanlike manner and shall keep the area in and around the Buildings closed off from the general public until completed and free of debris. Except for items to be furnished or installed by others or as may subsequently be directed by City, Contractor shall provide all personnel, equipment, tools, materials, supervision and all other items or services necessary for the Work and shall construct, complete and ready for use all Work covered by this Agreement.
- 1.3 Contractor shall provide the required services personally and shall not subcontract or assign the Work covered by this Agreement without the City’s prior written approval.

### **Article 2. GENERAL TERMS & CONDITIONS**

- 2.1 Contractor shall report to the City’s designated representative and cooperate and confer with him/her as necessary to insure satisfactory work progress.
- 2.2 All reports, estimates, memoranda, and documents submitted by Contractor shall be dated and bear Contractor's name and be submitted to the City’s designated representative.
- 2.3 All reports made in connection with the Work are subject to review and final approval by the City’s designated representative.
- 2.4 City may review and inspect Contractor's activities during the term of this Agreement.

- 2.5 If applicable, Contractor shall submit a final, written report to the City's designated representative.
- 2.6 Contractor shall not hire any City employee for any of the required Work provided by Contractor under this Agreement without the City's prior written approval.
- 2.7 Changes mutually agreed upon by the City and Contractor shall be incorporated into this contract by written amendments signed by both parties.

**Article 3. REPRESENTATIONS BY CITY**

- 3.1 City shall not furnish any labor, materials, or other items to Contractor. City makes no representation or warranty as to the condition of any improvements to be demolished, and any information supplied by City to Contractor in this regard is for information only and accuracy is not guaranteed.

**Article 4. COMMENCEMENT AND SCHEDULE OF WORK**

- 4.1 Commencement. Contractor shall commence and perform the Work and all individual activity comprising the Work on the Commencement Date.
- 4.2 Schedule. Contractor agrees to complete the work as fast as possible in accordance with the City building codes and weather conditions. If the work is not carried forward with due rapidity and thoroughness or the materials furnished, or foremen, subcontractors, or workmen employed, by the contractor are unskilled, incompetent, or insufficient for the completion of the work within the time and in the manner stipulated, the City may give notice of the defect in progress, materials, or personnel to the contractor; and, if within ten (10) days the defect is not remedied, the City may enter on the work and suspend or discharge the contractor and all persons employed under *him* and complete the work, providing sufficient materials and workmen; and the expense will be charged to the contractor and be deducted from any sum which may be due to him on a final settlement.

**Article 5. CONTRACT TIME**

- 5.1 Final Completion. Time is of the essence of all obligations under this contract. The Contractor shall achieve Final Completion of the Work by \_\_\_\_\_, 2020 ("Completion Date"). The Commencement Date is on or before \_\_\_\_\_, 2020, based on the City's approval of the Work. In the event Contractor fails to complete the Work by the Completion Date for reasons other than Force Majeure, City shall deduct \$100.00 per day from the final payment to Contractor for each day completion takes beyond the Completion Date. Force Majeure under this Agreement does not include the COVID-19 pandemic and related events.

**Article 6. CONTRACT SUM**

- 6.1 Payment. City agrees to as full and complete payment for performance of the Work a price not to exceed \$ \_\_\_\_\_ inclusive of all applicable sales tax. Contractor agrees that the costs billed to City will be at Contractor's actual cost and that Contractor will not markup any costs and Contractor will provide invoices to City upon request. The amount payable to Contractor hereunder shall be referred to as the "Contract Sum."
- 6.2 Interim Payments & Change Orders. City's approval of any interim portion of the Work and payment of the amount requested by Contractor shall not under any circumstances constitute or imply City's final acceptance of any portion of the Work. City reserves the right, before making any payment of any amount requested by Contractor, to conduct an inspection of all Work performed to date. If City determines that any portion of the Work has not been performed in accordance with this Contract, City will notify Contractor, and Contractor will promptly cure such defect or deficiency. **NO CHANGE ORDERS WILL BE ACCEPTED.**
- 6.3 Payments to Contractor. For performance of the requirement of this Construction Contract, City agrees to pay Contractor in accordance with the payment schedule as follows:
  - (a) \$ \_\_\_\_\_ upon execution of this Agreement to cover the initial costs of the Work;
  - (b) \$ \_\_\_\_\_ within 5 business days of satisfactory completion of the Work in full.
- 6.4 City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract.

6.5 Invoices shall include the invoice form attached hereto as **EXHIBIT B**.

**Article 7. INDEPENDENT CONTRACTOR**

7.1 Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

7.2 Payroll Taxes. Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes. Contractor agrees to indemnify and protect the City against such liability.

**Article 8. CONTRACTOR'S WARRANTIES**

8.1 Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work; that it is able to furnish the tools, materials, supplies, equipment and labor and is experienced in and competent to perform the Work contemplated by the Agreement; and that it is qualified and licensed to do the Work and is authorized to do business in the state in which the Work is located.

8.2 Contractor hereby warrants to City, and any subsequent purchaser of the property, that all Work constructed and installed by Contractor pursuant to this Contract (and any changes, modifications and supplements hereto) shall be constructed to adhere to all current City and state building codes. Contractor will complete all city, engineer and third party warranty Inspections.

8.3 Contractor at all times shall keep the premises in orderly and workmanlike condition. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Building as well as all tools, construction equipment, machinery and surplus material, and shall clean all glass surfaces and shall leave the Work and worksite in a broom clean condition.

8.4 Contractor accepts sole responsibility for any injury or damage sustained by any persons or property, during the progress or after the completion of the work agreed on, from any work performed or any act or default by the contractor, and Contractor shall be responsible for and shall indemnify and hold harmless City, from any and all claims against the City and for all costs and damages which the City may legally incur by reason of the injury or damage. In addition, the Contractor will give all requisite notices to all parties whose estates or premises may or shall be in any way affected by the performance of the work. Contractor agrees that it related to the work on the Subject Properties.

8.5 Contractor warrants that it is not currently delinquent in the payment of Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out of state corporation or limited liability company that is not subject to the Texas Tax Code.

**Article 9. INDEMNITY**

**CONTRACTOR shall indemnify, defend and hold harmless UNIVERSAL CITY, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by CONTRACTOR or CONTRACTOR's agent, consultant under contract, or another entity over which CONTRACTOR exercises control (whether active or passive) of CONTRACTOR or its employees, agents or sub-contractors (collectively referred to as "CONTRACTOR") (ii) the failure of CONTRACTOR to comply with any of the paragraphs herein or the failure of CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of CONTRACTOR, or**

any of its sub-contractors, as provided above, for which CONTRACTOR's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require CONTRACTOR to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of CONTRACTOR in performing Services under this Agreement.

For CONTRACTOR Liability Claims, CONTRACTOR shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that CONTRACTOR or CONTRACTOR's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

#### **Article 10. INSURANCE**

10.1 Contractor will purchase general liability insurance with limits of not less than \$2,000,000 per occurrence with the City and Joint Base San Antonio listed as additional insured. Independent contractor must provide Auto Liability insurance with a limit of not less than \$1,000,000 for each accident. Contractor will either require that (1) All Sub-Contractor's provide proof of worker's compensation insurance as required by law sufficient to protect Contractor and City from claims which may arise out of or result from Contractor's and Sub-Contractor's operations under this Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them; or (2) sign a release of any claims against Contractor and City prior to commencing work. Prior to commencing the Work, Contractor agrees to provide certificates of insurance to City evidencing such coverages and endorsements at least ten (10) working days prior to commencement of services under this Agreement. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since January 1, 2005. The independent contractor shall provide thirty (30) days written notice from Certificate Holder(s) for cancellation of insurance coverage.

10.2 Certificates of insurance shall be addressed to:

Kristin Mueller  
City Clerk  
2150 Universal City Blvd.  
Universal City, TX 78178  
RE: Building Demolition Services Contract

#### **Article 11. PERMITS**

Contractor shall secure all building permits and any other permits, licenses and inspections necessary for proper execution and completion of the work. Contractor shall comply with and give notices required by all law, ordinances, rules, regulations and orders of public authorities applicable to performance of the Work.

#### **Article 12. PROTECTION OF PERSONS AND PROPERTY & COMPLIANCE WITH LAWS**

12.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (i) all persons on the Subject Properties and other persons who may be affected thereby (ii) all the Work and all materials and equipment to be incorporated therein, and (iii) other property at the Subject Properties or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public agency or authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

12.2 Environmental Requirements. Contractor shall take no action or inaction that exposes the City to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses

either a monetary or non-monetary fine or penalty for Contractor's noncompliance, the Contractor shall reimburse the City for all associated costs. Contractor shall remove all hazardous material and waste upon completion of the contract. Abandoned waste shall be managed as "unknown waste", and the contractor shall bear the cost of any analytical, disposal, or other costs incurred.

Regulated Waste is defined as (1) hazardous waste as defined in EPS Regulations 40 CFR 261, (2) universal waste as defined in EPA Regulations 40 CFR 273, and (3) Class 1 industrial waste as defined in TCEQ Regulation 30 TAC Parts 335 and 503. Contractor shall manage all regulated waste in accordance with applicable Federal, state, and location regulations.

- 12.3 Demolition Notification. Contractor shall submit a State demolition notification followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether there is asbestos present or not. All demolition and abatement activities must be done with wet methods. A licensed, certified NESHAP person must be on site throughout the demolition process in the event asbestos is hidden, it can be separated and abated from the demolition pile.
- 12.4 Compliance with Nationally Recognized Standards. All works shall be performed in compliance with the latest editions of the American National Standards Institute (ANSI), American Water Works Association (AWWA), the American Society of Civil Engineers (ASCE), the American Society for Testing and Materials (ASTM), as well as applicable and appropriate sections of OSHA, the State of Texas (30 TAC), and industry recognized best business practices. All products shall be removed or installed according to manufacturer's recommendations.
- 12.5 Safety Requirements. Contractor shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA Regulations. Precautions and safety measures shall be provided for the safety of all contractors' workers. Contractor shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall provide a written safety plan outlining Contractor Safety Procedures for all work under this contract and is subject to acceptance by the City of Universal City prior to commencement of work.
- 12.6 Storm Water Containment. Contractor shall block solids in storm water runoff to all nearby storm sewers with silt screen; secure loose dirt by using temporary berm to avoid discharge to storm inlet. Storm water best management practices must be implemented in accordance with the Universal City storm water management plan. Point of Contact for Storm Water Containment is Wesley Keller at 210-619-0722.
- 12.7 Workmanship. All work to be performed in a neat and workmanlike manner and in compliance with manufacturer's recommendation and the latest aforementioned edition/specifications within AWWA, ANSI and ICC Code Family.
- 12.8 Licensing Requirements. All work is to be accomplished with the necessary qualified and licensed tradesmen that have met all the current City and State Certification or license requirement to accomplish the specified work.

### Article 13. NOTICES

13.1 All notices required or otherwise given or delivered pursuant to and in connection with this Agreement shall be in writing and shall be deemed to have been duly given (1) when delivered, if delivered in person, by receipt-confirmed facsimile transmission (with the original subsequently delivered by other means set forth herein); or (2) 72 hours after deposit in the United States Mail, registered or certified mail, return receipt requested, postage prepaid, to the respective addresses or fax numbers set forth in this Agreement.

13.2 All notices to the parties required or otherwise given pursuant to the Contract shall be given to the addresses set forth below:

UNIVERSAL CITY  
Attn: City Manager  
2150 Universal City Blvd  
Universal City, TX 78148

CONTRACTOR  
Address of Development,

**Article 14. DEFAULT, TERMINATION & SEVERABILITY**

- 14.1 Contractor's false representations herein or failure to perform the Work herein within the time frame herein shall constitute a default of this Agreement. Such default shall render the Contractor liable to City for all sums paid to Contractor by the City, in addition to any and all other damages proximately caused to the City by Contractor and/or Contractor's default. Contractor's breach of this Agreement shall render the Contractor liable for all attorney's fees and costs of enforcement of this Agreement.
- 14.2 Unless otherwise specified herein, either Party may terminate this Agreement at any time and without cause with at least thirty (30) days' written notice to the other Party.
- 14.3 This Agreement shall be enforced in Bexar County, Texas and under the laws of the State of Texas. The City retains all rights and remedies including its right to a jury trial.
- 14.4 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Universal City, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**Article 15. MISCELANEOUS PROVISIONS**

- 15.1 Right to Audit. City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.
- 15.2 Ownership of Documents and Publication. All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the independent contractor. During the performance of the services, Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Agreement by the Contractor must reference the project sponsorship by the City of Universal City. Any publication of the information or results must be coauthored by the City.
- 15.3 Public Information. Any provision in this Agreement that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).
- 15.4 Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.
- 15.5 Interest of Contract and City. Contractor promises that it has no interest which would conflict with the performance of this contract; no officer, agency, employee of the City of Universal City, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.
- 15.6 Contingent Fees. Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration

contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the City may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the independent contractor.

- 15.7 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 15.8 Immunity. Any provision of the Agreement that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Agreement.
- 15.9 Non-transferable. This Agreement is binding on the City and Contractor, their successors and assigns. This Agreement shall be non-transferable. Neither the City nor Contractor shall assign or transfer its interest in this Agreement without the prior written consent of the other. Contractor shall notify the City in writing, of any transfers of ownership including a change in the principals of the Contractor's Firm. A change in principals of the firm shall constitute a change in ownership for purposes of this section.
- 15.10 Non-discrimination. Contractor shall not discriminate against customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or whether all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the City. Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.
- 15.11 Equal Access. Contractor shall provide services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.
- 15.12 Boycott of Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this Agreement, the Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this Agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

*[space intentionally left blank]*

**Article 16. EFFECTIVE DATE & SIGNATURES**

The "Effective Date" of this Agreement is the date signed by City on:

\_\_\_\_\_, 2020.

IN WITNESS WHEREOF the parties hereto hereby execute this Agreement.

CITY:

By: \_\_\_\_\_

Name: Kim M. Turner

Title: City Manager

Date: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF SERVICES

The contractor shall provide all personnel, equipment, tools, materials, supervision and all other items or services necessary to perform demolition service of properties and existing structures on identified properties identified in this statement of work. The properties include, but are not limited to, nine (9) wood-framed and brick façade single-family residences and storage sheds, one (1) residential concrete foundation, one (1) rural tract with mobile home, shed, a water well, and three (3) undeveloped parcels with debris. Upon completion of demolition and clean-up, properties shall be returned to their natural vegetated state.

See **SUBJECT PROPERTIES** below for property listing, and a brief overview of environmental site assessments, and hazardous material surveys. Please note that some asbestos surveys were conducted in 2017 with remediation being completed in the same year. However, subsequent asbestos surveys were done in January 2020 and additional ACM were identified for remediation.

Services the contractor shall provide include the following:

- Single Mobilization and demobilization / Project Setup
- Materials, labor, insurance, overhead
- Trade equipment
- Transportation and disposal
- Asbestos remediation as identified in Appendix A; NESHAP regulations mandatory. All mastic contaminated material identified in the provided Asbestos survey will be removed under TAHPR and NESHAP requirements and hauled to a legal landfill licensed to receive ACM material, as per State regulations, with proof of acknowledged manifest.
- Wetting of materials for dust control
- Demolition and proper disposal of residential structures, accessory structures, fencing, concrete paving and sidewalks, foundations, footings, piers 2' below existing grade under, and any other item(s) and debris on the site.
- Demolition permit and fees, if applicable
- Disposal Fees, if applicable
- Temporary Fencing required for parcels with adjacent residential properties
- Tree Removal
- Bee/Insect Removal, if applicable
- Stormwater erosion controls devices
- Water Well plugging/capping per TCEQ regulations
- Removal of Underground Storage Tanks (UST), if applicable
- Air monitoring or any consulting services
- Capping of utilities and removal of underground utility lines if less than 2 ft underground
- Curbing installation or replacement shall follow the design specifications of the City of Universal City
  - This proposal must include import of backfill and rough grade to promote positive drainage. Backfill shall be done with clean fill material including a topsoil material in preparation for seeding. Contractor must proof roll the fill material to assure compaction and a level sit to existing elevations.
  - Final site clean of disturbed areas.

### DEMOLITON SCOPE OF WORK

Acquire demolition permits and pay any registration fees, as required by the City or County having jurisdiction over the parcel (s).

All mastic contaminated material identified in the provided Asbestos survey will be removed under **NESHAP requirements** and hauled to a legal landfill licensed to receive ACM material, as per State regulations, with proof of acknowledged manifest.

Temporary fencing and stormwater controls required.

Utility Disconnects: It is the responsibility of the City of Universal City to ensure that active service accounts with all service providers are closed and rendered inactive. Contractor shall have electric and gas disconnected from the structures/properties and water/sewer shall be capped just below the slab elevations.

Contractor shall demolish and dispose of residential structures, accessory structures, fencing, paving and sidewalks, foundations, footings, piers 2' below existing grade, and any other item(s) and debris on the site. Remove any base material under structures and pavements. Do not remove fencing shared with non-DoD neighbors. Utilities shall be capped and removed if less than 2-ft

below grade. Any underground storage tanks shall be removed. Any existing water wells shall be plugged and capped. Any/all existing man-made structures shall at minimum be made flush or below final grades to permit mowing/maintenance of all parcels.

Any trees limiting equipment access for demolition effort may be removed. Otherwise, existing trees shall remain protected and undamaged.

All shrubs and landscaping, except for trees, shall be removed from the properties on Lindbergh Blvd and Elvira Ave.

All tree/shrub stumps shall be removed to flush with final grade or below grade.

Mow parcels and reseed all disturbed areas.

The estimate shall include import of subgrade and topsoil, backfill, compaction, and grading to promote positive drainage. All topsoil/final grading shall be free from rocks and debris 1- inch and greater prior to mowing and final inspection. Contractor shall reseed and revegetate any disturbed areas with grass seed. The grass seed shall be a native mix with mature heights between 7-14 inches. The contractor shall mow the parcels at least once after revegetation is accomplished and prior to final inspection.

Curbs shall be replaced at existing driveways on Lindbergh Blvd. Curbing replacement and/or installation shall follow the Curb Specifications of the City of Universal City.

Contractor must proof roll the fill material to assure compaction and a level site to existing elevations.

Final site clean of disturbed areas.

**QUALITY ASSURANCE.** The government will inspect contractor work and document inspections. Acceptance of work will be the responsibility of 502 CES project manager.

## **SUBJECT PROPERTIES**

A State demolition notification shall be submitted followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether there is asbestos present or not. All demolition and abatement activities must be done with wet methods. A licensed, certified NESHAP person must be on site throughout the demolition process in the event asbestos is hidden, it can be separated and abated from the demolition pile. The 2017 and 2020 Hazardous Material Reports and Environmental Site Assessments (ESA) for each parcel, if applicable, can be obtained at [WWW.UCTX.Gov/Demo](http://WWW.UCTX.Gov/Demo)

1. 10721 Elvira Ave., Schertz, TX 78154: All materials sampled for demolition are NAD, No Asbestos Detected.
2. 10725 Elvira Ave., Schertz, TX 78154: All materials sampled for demolition are NAD, No Asbestos Detected.
3. 10731 Elvira Ave., Schertz, TX 78154: Ceiling texture in bedroom is positive for ACM, as did the shingles under the eaves of the front and back porch. Travel Trailer with a roof deck of less than 160 sq ft tested positive for ACM; must be hauled off & disposed intact or remediated and then hauled off.
4. 10712 Lower Seguin Rd., Schertz, TX 78154: Red linoleum in debris pile in shed is positive for ACM.
5. 406 E. Lindbergh Blvd, Universal City, TX 78148: Adhesive caulk under porch ceiling running below the wood shingles tested positive for ACM. Hidden suspects behind the walls.
6. 410 E. Lindbergh Blvd, Universal City, TX 78148: All materials sampled for demolition are NAD, No Asbestos Detected.
7. 414 E. Lindbergh Blvd, Universal City, TX 78148: 453 SQ F of linoleum and mastic tested positive for positive for ACM.
8. 418 E. Lindbergh Blvd, Universal City, TX 78148: A sanitary pipe in the bedroom has transite asbestos containing materials.
9. 422 E. Lindbergh Blvd, Universal City, TX 78148: All materials sampled for demolition are NAD, No Asbestos Detected.
10. 453 E. Lindbergh Blvd, Universal City, TX 78148: Transite shingles on front lawn and transite shingles on the East side of the house.
11. 449 E. Lindbergh Blvd, Universal City, TX 78148: Pipe next to hot water closet, floor ties and mastic in bedrooms 1, 2, & 3 tested positive with multiple hazardous materials. Exterior transite shingles contain 20% Chrysotile.

12. 999 FM 78, Converse, TX 78109 (Parcel ID 354103- 354106) The debris on this property was not sampled for hazardous materials.
13. 10251 Loop 1604, Converse, TX 78109 (Parcel ID 306999) The debris on this property was not sampled for hazardous materials.

**EXHIBIT B**

**This document will be provided to the awarded contractor**