

**REQUEST FOR PROPOSALS**



**UNDERGROUND STORAGE TANK REMOVALS AND  
AT VARIOUS CITY-OWNED FACILITIES  
FORT WORTH, TEXAS**

**PROJECT #: ENV 21-03 – UST REMOVALS**

**Due: June 24, 2021**

Submitted by:

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

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
(signature)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

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## 1.0 REQUEST FOR PROPOSALS

### 1.1 PROJECT DESCRIPTION

Proposals are being accepted by the City of Fort Worth for the provision of furnishing of all labor, materials, and equipment necessary for the removal and transportation, to a proper waste disposal facility of seven (7) underground storage tanks (USTs) with associated underground piping, fill ports, and ancillary equipment located at the following sites:

UST Removal only:

CFW Site	Address	UST
FS 25	3801 North Main, Fort Worth, Texas 76106	2- 550-gallon
Meacham Airport	4201 North Main, Fort Worth, Texas 76106	1-1,000 gallon Diesel and 1, 500 gallon Gasoline
Water Service Center	2201 West Daggett, Fort Worth, Texas 76102	2- 10,000 gallon Diesel, and 1- 10,000 gallon Gasoline

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

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 portion of the project the provider including subcontractors will have to certify they are NOT on the EPLS.

Description of Work Activity
Removal and disposal of one (1), 500-gallon Gasoline UST – Meacham Airport
Removal and disposal of one (1), 1,000-gallon Diesel UST – Meacham Airport
Removal and disposal of two (2), 10,000-gallon Diesel USTs –Water Service Ctr
Removal and disposal of one (1), 10,000-gallon Gasoline UST – Water Service Ctr
Removal and disposal of two (2), 550-gallon USTs – FS 25
Excavation of three (3) tankholds
Overexcavation of potential contamination located in tankholds
Transportation and disposal of contaminated soils from tankholds
Backfill three (3), Compaction three (3), and Density Testing at three (3) locations

### 1.1.1 Scope of Work

The project includes removal of two (2), 550-gallon fiberglass reinforced plastic (FRP) USTs, three (3) 10,000-gallon steel USTs, one (1) 1,000-gallon steel UST and one (1), 500-gallon steel UST including associated underground piping, fill ports, and ancillary equipment.

The Contractor will be required to verify all regulatory requirements and industry standards. Particular attention should be given to compliance with TCEQ requirements and related guidance set forth in 30 TAC §334.

The Contractor will be responsible for determining and verifying the applicability of governing requirements.

Contractor will work closely with the Owner to sequence demolition/removal activities at Facility operations.

The City will perform the following tasks under this contract:

- Provide site contact information;
- Provide site access;
- Provide third-party environmental consultation, including construction oversight, sample collection, and close-out reports; and
- Provide analytical laboratory analysis.

## 1.2 GENERAL REQUIREMENTS

Proposals will be received at the **Purchasing Office**, City of Fort Worth, 200 Texas Street, Fort Worth, 76102, until **1:30 p.m., Thursday, June 24, 2021** and will be opened and publicly read aloud approximately thirty minutes later in the Council Chambers.

The project name is **“ENV 21 – 03 UST REMOVAL”**.

After evaluating the Proposals submitted, the City will select the Offeror that provides the Best Value to the City and enter into negotiations with that Offeror. The City may discuss with the selected Offeror options for a scope or time modification and any price change associated with such modification.

### 1.2.1 Pre-Proposal WEBEX Meeting

A Pre-Proposal Conference will be held from **1:00 p.m. to 2:00 p.m., Wednesday, May 19, 2021 via WEBEX**.

Attendance at the pre-proposal conference is not mandatory but is recommended. All interested parties are encouraged to email their respective email contact information to [Roger.Grantham@fortworthtexas.gov](mailto:Roger.Grantham@fortworthtexas.gov) in order to access the WEBEX Pre-proposal conference.

The offers will be valid for **120 calendar days**.

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

All Providers must comply with:

- Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices.
- Fort Worth ordinance 20020, Business Diversity Enterprises.

Offerors must submit a bid bond with their proposal. Offeror(s) to whom an award of contract(s) is made will be required to provide Payment and Performance Bonds, as required, and provide proof of Contractors General Liability and Statutory Workers Compensation Coverage.

Proposal documents, addenda, and specifications may be obtained from the City of Fort Worth Web site at <http://www.fortworthgov.org/purchasing/> in portable document format (PDF), or may be viewed at the Environmental Quality Division office at 908 Monroe Street, 7<sup>th</sup> Floor, Fort Worth, Texas 76102, during normal business hours. Contact the Project Manager, Roger Grantham, at 817-392-8592 or email [Roger.Grantham@fortworthtexas.gov](mailto:Roger.Grantham@fortworthtexas.gov) for assistance.

### **1.3 INTERPRETATION OF RFP DOCUMENTS**

All requests for an interpretation of the Request for Proposal must be made in writing and submitted to the Environmental Quality Division, regular mail or email, at any time up to seven (7) calendar days prior to the deadline date for submitting Proposal 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 Proposal Documents as a formal addendum. The City will attempt to email a copy of each addendum to each person receiving a Proposal 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 Proposal Package.

### **1.4 CONFLICTS**

Should there be conflicts between the Proposal documents and the final executed contract document; the final contract shall take precedence. Questions regarding this Request for Proposal should be directed in writing immediately to:

Roger Grantham, Environmental Program Supervisor  
Environmental Quality Division  
City of Fort Worth  
200 Texas Street, Fort Worth, TX, 76102-6311  
Phone 817-392-8592  
[roger.grantham@fortworthtexas.gov](mailto:roger.grantham@fortworthtexas.gov)

## 1.5 HOW TO SUBMIT A PROPOSAL PACKAGE

Each Provider must submit **one (1) electronic copy of the entire Proposal package on a “flash or thumb” drive** to the City. No hardcopies will be accepted.

All items to complete the submittal must be included within the Proposal Package or the entire Proposal 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 Proposal Package.

**Proposal Packages (electronic thumb-drive only) must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. The Proposal Packages must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, June 24, 2021.**

The project number must be clearly marked on the envelope and the statement **“PROPOSAL DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday, June 24, 2021”** 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 Proposal Documents not properly marked or not received in the proper place by the proper time **will be considered non-responsive.**

**NO FAXED or EMAILED PROPOSALS WILL BE ACCEPTED**

## 1.6 OPENING OF PROPOSAL

The firm name for each proposal submitted will be read aloud at read aloud at 2:00 p.m. on **Thursday, June 24, 2021**, in the Fort Worth City Council Chambers. The Proposal Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All Proposal Packages will be open for public inspection after the contract is awarded.

However, information in the Proposal 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.

## 1.7 PROPOSAL EVALUATION CRITERIA

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

In determining the **Best Value Offeror**, the City will consider:

### 1. Proposed Price (35%)

The lowest priced responsive will receive 35 points for this rating criteria. Higher priced proposals will receive proportionally lower scores. When compared to the lowest price, the higher priced proposal will have its score reduced by one percent (1%) for every percent it is higher than the lowest price. The score will be rounded to the nearest whole number.

### 2. Proposed Project Schedule (10%)

For this project, the selected contractor will coordinate and work with the City Staff during the construction period.

### 3. Reputation/Experience (35%)

Reputation and experience of the Offeror (25%) as demonstrated by listing past and current projects including references with names and current telephone numbers; and, list of subcontractors (10%) including subcontractor qualifications.

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



#### **4. Minority/Women Business Enterprise (20%)**

MBE and WBE proposers, in accordance and consistent with the City's Business Diversity Enterprise (BDE) Ordinance, will receive Evaluation Preference Points to reflect the City's strong and serious consideration to use MBEs and WBEs as primes.

#### **1.8 NEGOTIATION OF THE CONTRACT**

After selecting the most highly qualified Provider, the City will then attempt to negotiate with the Provider a contract. If a satisfactory contract cannot be negotiated with the most highly qualified Provider, the City shall formally end negotiations with the Provider, 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 Proposal 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.

During negotiations, the Provider will also respond to the City's Business Equity(BE) Utilization Requirements as set forth in Section 2.3 of this Request for Proposals. The City will negotiate with the successful Provider any final changes to the contract and any exceptions identified in the Proposal 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 the successful Provider.

#### **1.9 AWARD OF THE CONTRACT**

The City will send a notice of award letter to the successful Provider. The successful Provider must execute and electronically delivered contract with the City. Upon completion of the electronic contract with the Provider, notice will be sent entitled notice to proceed. This notice authorizes work to begin and invoices to be paid.

#### **1.10 RESERVATIONS**

The City reserves the right to reject any or all Proposal Packages and waive any or all formalities.

#### **1.11 SECURITY**

In accordance with Texas Local Government Code, Title 10, Subtitle F, Chapter 2253, Subchapter A, upon acceptance of this Proposal by the City Council, the bidder is bound to execute a contract and, if the contract amount exceeds \$50,000.00, furnish acceptable Performance and/or Payment Bonds approved by the City of Fort Worth for performing and completing the Work within the time stated and for the following sum, to wit: Before beginning the work, the Contractor shall be required to execute to the City of Fort Worth, a payment bond if the contract is in excess of \$50,000, and a performance bond if the contract is in excess of \$100,000. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or subcontractor to supply labor or material; and in 100% the amount of the Contract. The performance bond is solely for

the protection of the City of Fort Worth; in 100% the amount of the Contract; and conditioned on the faithful performance by Contractor of the work in accordance with the plans, specifications, and contract documents. Contractor must provide the payment and performance bonds, in the amounts and on the conditions required, within 14 calendar days after Notice of Award.

**1.12 VENDOR COMPLIANCE TO STATE LAW**

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state contractors whose corporate offices or principal place of business are outside of the State or Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

**A. Non-Resident vendors in \_\_\_\_\_ (give State), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by State law. A copy of the Statute is attached.**

**Non-resident vendors in \_\_\_\_\_ (give State), our principle place of business, are not required to underbid resident bidders.**

**B. Our principle place of business or corporate office(s) is in the State of Texas.**

Bidder:

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

\_\_\_\_\_  
By: (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Please Print)

**1.13 CONTRACTOR'S RESPONSIBILITIES**

Contractor is responsible for becoming familiar with the character, quality, quantity of work to be performed, materials and equipment required.

Contractor 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, unless otherwise specified in this Invitation to Bid.

All costs associated with preparing a bid in response to the solicitation shall be borne by the bidder.

The undersigned acknowledges the requirements of this section, and intends to comply with same in the execution of this project.

PROVIDER:

_____	BY: _____
Company Name	(print or type name of signatory)
_____	_____
Address	(Signature)
_____	_____
City, State, Zip	Title (print or type)

**MINORITY BUSINESS ENTERPRISE (MBE): (For bids in excess of \$50,000)**

I am aware that I must submit information concerning the MBE participation of this Proposal in order to be considered RESPONSIVE.

PROVIDER:

_____	BY: _____
Company Name	(print or type name of signatory)
_____	_____
Address	(Signature)
_____	_____
City, State, Zip	Title (print or type)

## 2.0 PROPOSAL DOCUMENTS

### 2.1 PROPOSAL DOCUMENT CHECKLIST

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

<u>Proposal Documents</u>	<u>Initial if Included</u>
1. PROPOSAL DOCUMENT CHECK LIST	_____
2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
3. MINORITY BUSINESS ENTERPRISES (MBE)	_____
4. PROPOSAL SUMMARY	_____
5. PROPOSAL OF PROVIDER	_____
6. LIST OF SUBCONTRACTORS	_____
7. INSURANCE CERTIFICATES	_____
8. LICENSES & CERTIFICATES	_____
9. LEGAL & COMPLIANCE HISTORY	_____
10. PERFORMANCE AND PAYMENT BONDS	_____
11. BID SECURITY	_____
12. PREVAILING WAGE RATE	_____
13. COMPLIANCE & WORKERS COMPENSATION	_____

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**

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

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Proposal, 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)

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

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

PROVIDER:

_____	BY: _____
Company Name	(print or type name of signatory)
_____	_____
Address	(Signature)
_____	_____
City, State, Zip	Title (print or type)

## 2.3 BUSINESS EQUITY FIRMS-(M/WBE) UTILIZATION REQUIREMENTS

The City of Fort Worth implemented the Business Equity (BE) Ordinance to reflect the City's availability and disparity study findings. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Business Equity Firms in the procurement of services \$100,000.00 or more. This Request for Proposal consists of a Business Equity goal.

The Business Equity goal is **13 %**.

The information shall be submitted with the proposal and shall include:

- The company name, address, point of contact, email address, office and fax telephone numbers of the Business Equity firms;
- A detailed description of the work to be performed or supplied by each Business Equity firm;
- The tier level, i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc. (if other than 1<sup>st</sup> tier, the plan must clearly identify the firm name and tier from whom the Business Equity firm will be receiving payment)
- The sub-contract value or percentage of work for each Business Equity firm;
- State the Business Equity percentage level of commitment achieved; and
- Provide the same identification information for all non-Business Equity firms

It is important to note that only Business Equity firms that perform a commercially useful function may count towards the **13 %** Business Equity goal.

A Business Equity Prime Contractor can count its self-performance services towards meeting the Business Equity Goal for the assigned NAICS commodity codes on their MBE or WBE certification. If the Business Equity Prime Contractor cannot self-perform all of the work, it will be accountable for subcontracting with certified Business Equity firms to meet the overall goal.

Proposers **must** obtain a request for listing of certified firms from the City of Fort Worth's Business Equity Division at (817) 392-2674 or email [DVIN\\_BEoffice@fortworthtexas.gov](mailto:DVIN_BEoffice@fortworthtexas.gov). This will ensure that Proposers are acknowledging Business Equity firms currently certified by the North Central Texas Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier Development Council (D/FW MSDC) and the Women's Business Council Southwest (WBCS) at the time proposals are submitted, in order for the participation to be counted towards the established goal. The firms must be located in the City's six (6) county geographic marketplace that includes the counties of: Tarrant, Dallas, Denton, Johnson, Parker and Wise.

If an Offeror, forms a joint venture with one or more Business Equity firms, the Business Equity joint venture percentage participation will be counted towards the established goal. The appropriate Business Equity Joint Venture form must be submitted for review and approval in order for it to be counted.

If Offeror failed to meet the stated Business Equity goal, in part or in whole, then a detailed explanation must be submitted to demonstrate the Good Faith Efforts made to secure Business Equity participation.

Failure to submit the Business Equity participation information or the detailed explanation of the

proposer's Good Faith Efforts to meet or exceed the stated Business Equity goal, may render the proposal non-responsive.

**The Business Equity commitment will be part of the final weighted selection criteria.**

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The undersigned acknowledges the City's MBE requirements as stated above, and if selected as the most highly qualified provider, will comply with the requirement to submit a utilization plan during contract negotiations.

PROVIDER:

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

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

\_\_\_\_\_  
Address

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

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

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

**2.4 PROPOSAL SUMMARY**

**TO THE CITY OF FORT WORTH:**

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform the required UST removal and AST construction-related services as instructed by the City. The Scope of Services is outlined on the following pages of the Proposal Documents.

UST Removal only:

CFW Site	Address	UST
FS 25	3801 North Main, Fort Worth, Texas 76106	2- 550-gallon
Meacham Airport	4201 North Main, Fort Worth, Texas 76106	1-1,000 gallon Diesel and 1, 500 gallon Gasoline
Water Service Center	2201 West Daggett, Fort Worth, Texas 76102	2- 10,000 gallon Diesel, and 1- 10,000 gallon Gasoline

In addition to the decommissioning of the existing USTs, clean select- fill materials will be required to fill the former tankhold. Compaction of select-fill materials will be required to occur in 8” lifts with density testing being required for each lift. Density testing requirements should meet or exceed +/- 95% before the next lift is initiated.

The scope of work anticipated for the UST removal includes the following:

- File all applicable City of Fort Worth permits, TCEQ notifications of petroleum storage tank construction activities and appoint underground private utility locators prior to any work.
- Removal of any residual product remaining in the tanks
- Saw cutting and breaking the concrete cover over the UST, if applicable
- Excavation of tank backfill material to expose the tanks for removal
- Clean the interior of the tanks and purging the tanks of all explosive vapors using forced air or other suitable means
- Removal of all associated product and vent line piping, where applicable



- Stockpile excavated soils for analytical testing
- Install 4` orange construction safety fencing around tankhold
- Fill material removed from the tank pit will be placed on-site on polyethylene sheeting and covered to prevent stormwater runoff while awaiting characterization and authorization to return to the excavation. A 4' orange construction safety fence must be installed around the tankhold during the entire project.
- Once stockpile analytical results are received, assumes excavated soil material is “non-impacted,” sufficient clean select fill material to make up the volume of the removed UST will be moved to the facility. Clean fill placed back in the excavation and compacted to grade in 8-inch lifts. Compaction testing and verification will be performed with a density of +/- 95%.

**COST ESTIMATES:**

**UST REMOVAL**

<b>Fire Station (FS) No.</b>	<b>Number of USTs for Removal</b>	<b>Address</b>	<b>AST Installation</b>
<b>Meacham Airport</b>	<b>2</b>	<b>4201 North Main Street Fort Worth, Texas</b>	<b>1 – 1,000 g steel 1 – 500 g steel UST</b>
<b>Water Service Center</b>	<b>3</b>	<b>2201 West Daggett Fort Worth, Texas</b>	<b>3 – 10,000 g steel UST</b>
<b>FS 25</b>	<b>2</b>	<b>3801 North Main Street Fort Worth, Texas 76106</b>	<b>2-550 g FRP UST</b>
		<b>Total</b>	<b>\$ _____</b>

All Proposal Documents have been submitted in one sealed package.

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

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

PROVIDER:

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

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

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

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

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

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

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

\_\_\_\_\_  
(Email)

## 2.5 PROPOSAL OF THE PROVIDER

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

Provider shall include a copy of its current Statement of Qualifications (**20-page maximum, 11 pt. type minimum**). If subcontractors are to be utilized, each subcontractor must be discussed within the statement of Proposal. Within the statement of Proposal the Provider should:

- Document Provider's experience (including references for petroleum storage tank services as discussed in the Scope of Services. This section should discuss past and current relevant jobs with special focus on LOCAL AREA work.
- 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, 11 pt. type minimum) for the overall key personnel assigned to this project (Project Manager, Project Site Supervisors, etc.) that will PERFORM WORK under this contract. These resumes do not count as part of the overall 20-page limit for the statement of Proposal.

**The contractor is required to fill out and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Project Manager before the contract will be presented to the City Council. The form can be obtained at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.**

### 2.5.1 TCEQ Notification and Project Coordination

Contractor will be responsible for coordinating with the Environmental Management Division the start date of UST removal activities to allow for notification to the Texas Commission on Environmental Quality (TCEQ).

**2.6 LIST OF SUBCONTRACTORS**

Providers shall complete the following information and submit it with the Proposal Documents to permit the City of Fort Worth 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 Email	Proposed Tasks on the Project

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

## 2.7 INSURANCE

**FOR PURPOSES OF THIS REQUEST FOR PROPOSAL, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS SECTION AND INCLUDED WITHIN THE PROPOSAL PACKAGE.**

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 Fort Worth certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection.

### **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**
  - **\$1,000,000 each occurrence**
  - **\$2,000,000 aggregate**
  
2. **Automobile Liability**
  - **\$1,000,000 each accident, or**
  - **\$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**
  - **Coverage A: statutory limits**
  - **Coverage B: \$100,000 each accident**  
**\$500,000 disease - policy limit**  
**\$100,000 disease - each employee**  
**Waiver of Subrogation required.**
  
4. **Professional Liability**
  - **NOT APPLICABLE FOR THIS PROJECT**

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**
  - **\$4,000,000 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).

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 2.7 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 Roger Grantham, City of Fort Worth – Environmental Management Division, 200 Texas Street, Fort Worth, Texas 76102.
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 2.7 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.

## 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:

- TCEQ Licensed Corrective Action Specialist;
- TCEQ Licensed UST Contractor; and
- TCEQ Licensed UST Supervisor (A/B).

Provider shall provide necessary company licenses and certifications required to complete the project:

- Current **Texas Sales/Use Tax Certificate**;
- Current Texas Secretary of State Business/Company Registration exhibiting Officers of Business/Company; and
- Current **Certificate of Good Standing** (Texas Secretary of States' office).

**ATTACH COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES  
FOLLOWING THIS PAGE AND INCLUDED WITHIN THE PROPOSAL PACKAGE**

## 2.9 STAFF AND PROJECT REFERENCES

Provider shall complete a **staff matrix** including the following information detailing the provider's key personnel, their qualifications, and years of experience for staff that will be providing services associated with this Solicitation.

Provider shall provide at least **four (4) project references** similar in scope and size to that of this Solicitation. Each project reference shall include the following information:

- Company's Name
- Name and Title of Contact/Project
- Email, Phone, and Address of Contact
- Contract/Project Value
- Brief Description of Service Provided

## 2.10 PROJECT SCHEDULE AND PAYMENTS

Provider shall submit the following items included in this bid submittal, in the same order as listed, following this page, included within the response.

**Project Schedule:** Contractors shall provide a project schedule that includes all major tasks pursuant to the Scope of Work and Specifications. The project schedule shall show all tasks in the left most columns and their duration shall be plotted horizontally versus time. A time scale shall be selected so that the complete duration of the project can be shown on paper with a maximum dimension of 11" high by 17" wide. The project schedule must be submitted with the bid. During the term of the contract the Contractor shall submit monthly project schedules showing planned work and actual work accomplished.

**Schedule of Values:** Progress Payments will only be made after completion of those tasks and/or subtasks identified on the Project Schedule and Schedule of Payments. Progress Payments will be made during the project no more frequently than once per month. A payment schedule must be submitted with the Bid showing the name of each task and/or subtask, the name of the deliverable document for each task and/or subtask, total task and/or subtask cost, planned payment dates for each task and/or subtask, and the amount that would be remaining in the contract account. Upon receipt of final project completion documentation, final project payments will be approved. Final payments will not be approved until project completion documentation has been submitted to and approved by the City of Fort Worth.

**Communications:** Provide an organization chart that details the communication channels between the Contractor and City of Fort Worth personnel for this contract.

## 2.11 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Proposal. 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 **five (5) years of the closing date of this Request for Proposal**. 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, stormwater, publicly owned treatment works, and/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 INCLUDED WITHIN THE PROPOSAL 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

## **2.12 PERFORMANCE AND PAYMENT BONDS**

For projects in excess of \$50,000, the successful bidder entering into a contract for the work will be required to give the City surety in a sum equal to the amount of the contract awarded. The form of the bond shall be as herein provided and the surety shall be acceptable to the City. All bonds furnished hereunder shall meet the requirements of Texas Government Code Section 2253, as amended.

In order for a surety to be acceptable to the City, the surety must (1) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the City upon request. The City, in its sole discretion, will determine the adequacy of the proof required herein.

No sureties will be accepted by the City that are at the time in default or delinquent on any bonds or which are interested in any litigation against the City. Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given to the contractor to that effect and the contractor shall immediately provide a new surety satisfactory to the City.

If the total contract price is \$50,000 or less, payment to the contractor shall be made in one lump sum. Payment shall not be made for a period of 45 calendar days from the date the work has been completed and accepted by the City.

If the contract is in excess of \$50,000, a Payment Bond shall be executed, in the amount of the contract, solely for the protection of all claimants supplying labor and materials in the prosecution of the work.

If the contract amount is in excess of \$100,000, a Performance Bond shall also be provided, in the amount of the contract, conditioned on the faithful performance of the work in accordance with the plans, specification, and contract documents. Said bond shall be solely for the protection of the City of Fort Worth.

**PAYMENT  
BOND**

**THE STATE OF TEXAS**  
**COUNTY OF TARRANT**

§  
§  
§

**KNOW ALL BY THESE PRESENTS:**

That we \_\_\_\_\_ known as “Principal” herein, and \_\_\_\_\_, a corporate surety (sureties), duly authorized to do business in the State of Texas, known as “Surety” herein (whether one or more), are held and firmly bound unto the City of Fort Worth, a municipal corporation created pursuant to the laws of the State of Texas, known as “City” herein, in the penal sum of, **SCONTRACT AMOUNTS**, lawful money of the United States, to be paid in Fort Worth, Tarrant County, Texas, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has entered into a certain written Contract with City, awarded the \_\_\_\_\_ day of \_\_\_\_\_, **2021**, which Contract is hereby referred to and made a part hereof for all purposes as if fully set forth herein, to furnish all materials, equipment, labor and other accessories as defined by law, in the prosecution of the Work as provided for in said Contract and designated as **ENV-21-03: UST REMOVAL**.

**NOW, THEREFORE**, THE CONDITION OF THIS OBLIGATION is such that if Principal shall pay all monies owing to any (and all) payment bond beneficiary (as defined in Chapter 2253 of the Texas Government Code, as amended) in the prosecution of the Work under the Contract, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

This bond is made and executed in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute.

**IN WITNESS WHEREOF**, the Principal and Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this the \_\_\_\_\_ day of \_\_\_\_\_, **2021**.

**PRINCIPAL:**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Name and Title  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Name and Title  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Telephone Number: \_\_\_\_\_

\*Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided. The date of the bond shall not be prior to the date the Contract is awarded.

**PERFORMANCE  
BOND**

**THE STATE OF TEXAS**  
**COUNTY OF TARRANT**

§  
§  
§

**KNOW ALL BY THESE PRESENTS:**

That we \_\_\_\_\_ known as “Principal” herein and \_\_\_\_\_, a corporate surety (sureties, if more than one) duly authorized to do business in the State of Texas, known as “Surety” herein (whether one or more), are held and firmly bound unto the City of Fort Worth, a municipal corporation created pursuant to the laws of Texas, known as “City” herein, in the penal sum of, Dollars ( **SCONTRACTAMOUNTS** ), lawful money of the United States, to be paid in Fort Worth, Tarrant County, Texas for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the City awarded the \_\_\_\_\_ day of \_\_\_\_\_, **2021**, which Contract is hereby referred to and made a part hereof for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories defined by law, in the prosecution of the Work, including any Change Orders, as provided for in said Contract designated as **ENV 21-03 UST REMOVAL**.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform it obligations under the Contract and shall in all respects duly and faithfully perform the Work, including Change Orders, under the Contract, according to the plans, specifications, and contract documents therein referred to, and as well during any period of extension of the Contract that may be granted on the part of the City, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

This bond is made and executed in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute

**IN WITNESS WHEREOF**, the Principal and the Surety have SIGNED and SEALED this

instrument by duly authorized agents and officers on this the \_\_\_\_\_ day of \_\_\_\_\_, **2021**.

**PRINCIPAL:**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Name and Title  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Name and Title  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

Telephone Number: \_\_\_\_\_

\*Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided. The date of the bond shall not be prior to the date the Contract is awarded.

**2.13 BID SECURITY**

Cashier’s check or an acceptable bidder's bond payable to the City of Fort Worth, in an amount of five (5) per cent of the bid submitted. The Bid Security must accompany the bid and is subject to forfeit in the event the successful bidder fails to execute the contract documents within ten (10) days after the contract has been awarded. The Bid Security shall be included in the envelope containing the bid proposal. Failure to submit the Bid Security will result in the proposal not being considered for this project. Bidder's bond will be returned if the City fails to award the contract within 90 calendar days of receipt of bids, unless the Bidder agrees to an extension. The surety must be licensed to do business in the State of Texas.

**PLEASE ATTACH BID SECURITY (CASHIER’S CHECK OR BID BOND) FOLLOWING THIS PAGE AND BOUND WITHIN THE PROPOSAL PACKAGE**

**2.14 PREVAILING WAGE RATE**

A Contractor selected for this project will be required to comply with TEXAS GOVERNMENT CODE, Chapter 2258, with respect to payment of Prevailing Wage Rates for public works contracts. The current wage scale for members of the Building and Construction trade may be found at:

<http://www.texoassociation.org/Chapter/wagerates.asp>.

A worker employed on a public work by or on behalf of the City of Fort Worth shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the City of Fort Worth.

The contractor who is awarded a public work contract, or a subcontractor of the contractor, shall pay not less than the prevailing wage rates to a worker employed by it in the execution of the contract. A contractor or subcontractor who violates this requirement shall pay to the City of Fort Worth, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

This requirement does not prohibit the contractor or subcontractor from paying an employee an amount greater than the prevailing wage rate.

The undersigned acknowledges the requirements of Chapter 2258 of the Texas Government Code, and intends to comply with same in the execution of this project.

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_



Company Name

(print or type name of signatory)

---

Address

---

(Signature)

---

City, State, Zip

---

Title (print or type)

**2.15 WORKER'S COMPENSATION COMPLIANCE**

**CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW**

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on City Project, designated

**"ENV 21-03 – UST REMOVAL"**

Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

**CONTRACTOR:**

\_\_\_\_\_ By: \_\_\_\_\_  
 Company  
 (Please Print)

\_\_\_\_\_ Signature: \_\_\_\_\_  
 Address

\_\_\_\_\_ Title: \_\_\_\_\_  
 City/State/Zip  
 (Please Print)

**THE STATE OF TEXAS            §**  
**§        KNOW ALL BY THESE PRESENT:**  
**COUNTY OF TARRANT        §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of \_\_\_\_\_ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
 Notary Public in and for the State of Texas

### 3.0 UST REMOVAL SPECIFICATIONS

#### 3.1 UNDERGROUND STORAGE TANK REMOVAL

- 1) The seven (7), 550-10,000-gallon/each underground storage tanks (USTs) which currently serve the facilities shall be removed/demolished along with all associated pumps, pipes, fill ports, and ancillary equipment. The existing dispensers are to remain the property of the City of Fort Worth. All work shall be performed as described.
- 2) Contractor shall work closely with the Owner to sequence construction/installation and demolition/removal activities to assure minimal interruption and unreasonable inconvenience to facilities' operations.
- 3) The Contractor is responsible for the removal and safe disposal of four (3) 10,000 gallon USTs, two (2) 550-gallon USTs, one (1) 1,000-gallon UST, and one (1) 500-gallon UST and associated underground piping, vent pipes, and fill ports.
- 4) Contractor must be a TCEQ-registered UST contractor to remove underground storage tanks (USTs). A **Registered UST contractor** is a company that has registered with the TCEQ to perform the installation, repair, modification, maintenance, and removal of UST systems. Contractor must employ supervisors and personnel with training, licensing, and understanding of Title 30 TAC §334 referring to State of Texas rules and for petroleum storage tank (PST) systems.
- 5) Contractor must be experienced in all relevant technical standards and guidance applicable for work on regulated petroleum storage tanks. The work shall be performed under the supervision of an individual holding a current TCEQ-issued on-site supervisor license.
- 6) Existing USTs and all associated pumps, piping, and ancillary equipment in association with the USTs shall be removed.
- 7) Underground and above ground utilities shall be located and verified by Contractor prior to any digging, surface material removal or excavation. It is the responsibility of the Contractor to protect all utilities.
- 8) Approximately 240+/- linear feet of underground pipe is to be removed. Concrete pavement that is removed in association with the pipe removal is to be replaced to City of Fort Worth standard specifications. Contractor will assist the TCEQ-Licensed Corrective Action Project Manager (CAPM) with the collection of soil samples in the tankhold area as well beneath the underground piping runs and each dispenser.
- 9) Contractor shall assist the Owner' Representative or trained personnel in the collection of soil samples as directed in the field and take direction from the Owner' Representative or trained personnel concerning management of excavated soil.
- 10) Contractor shall assist the Owner' Representative or trained personnel in collection of soil samples within the exposed pipe trenches, within the tankhold, and beneath the dispensers.

After sampling, as directed by Owner' Representative or trained personnel, Contractor shall backfill pipe chase trenches to sub-pavement grade, and pave to match surrounding pavement.

- 11) Any damage to the storm sewers, facility piping, electrical, or other utilities or structures during demolition procedures is to be repaired or replaced at Contractor expense. No change order will be approved for any damage Contractor may cause to storm sewer or other existing utilities. The tankhold is to be back filled to the specifications found in Section 3.4
- 12) All replaced concrete shall be replaced with similar concrete paving and graded to match surrounding drainage. Comparable curbing and pavement, if necessary for removal, may also require replacement with surfaces equivalent to existing cover.
- 13) Contractor shall confirm measurement and quantities of cut and replacement concrete by reviewing plans, documents and by measurements if necessary during the mandatory pre-bid meeting.
- 14) As with any UST removal, contaminated soil or groundwater may be encountered that exceeds a TCEQ PST Action Level. Excavated tankhold fill material must be temporarily stockpiled on an impermeable polyethylene plastic surface; at least 10 ml thick, within a temporary containment in a location approved by the Owner's consultant and will be replaced with clean fill (See Section 3.4). The samples of the excavated material will be taken and analyzed for disposal characterization purposes. Upon review of laboratory analysis, the soil will be profiled and disposed of off-site, if required, or staged at a site located within the Village Creek Water Reclamation Facility complex. At the direction of the Owner, the excavated soil may be re-used at the site;
- 15) After the USTs are removed, new select fill shall be placed into the excavation to bring the tankhold level up to a sufficient grade and compaction to support the new paving and stable landscape grass cover.
- 16) Contractor should plan to leave the tankhold pit open for up to seven (7) calendar days, after confirmation samples are taken, awaiting a decision by the Owner' Representative for Contractor to remobilize and resume backfilling with clean fill. Contractor shall install orange safety fencing to secure the tankhold while awaiting instructions to continue backfilling.
- 17) Contractor shall pump or remove remaining diesel fuel/gasoline from existing tanks prior to beginning demolition.
- 18) Prior to removal and with on-site Fire Marshal permission (green tag), Contractor shall empty tank contents, triple rinse each UST and transport the rinseate for disposal. The fee for the vacuum truck and disposal shall be included in the base fee proposed by Contractor.
- 19) All liquids and residues removed from each tank shall be handled in accordance with appropriate federal, state and local regulations. Contractor shall supply, to the Owner's consultant, written certification in the form of manifests or other documentation by the Contractor, shipper, and receiver that all liquids and residues, contaminated backfill or other soil, tanks, and other materials were removed, shipped and disposed of in accordance with all applicable permits, safety rules, and regulations.

- 20) Pavement demolition may be required for the UST piping to be removed. The removed concrete will be transported off-site for disposal/recycling. Cost for demolition waste disposal/recycling shall be included in the Contractor's fee. Contractor shall include within its base fee and scope the proper removal, temporary storage, transportation and disposal of up to 100 cubic yards of excavated fill material should the Owner' Representative determine that the material is not fit for placing back into the tank pit.
- 21) Contractor shall be responsible for replacing the void of any such disposed fill material with an equivalent amount of approved backfill.
- 22) The emptied and rinsed USTs shall be tested by the Contractor with an MSA explosimeter, or equivalent, to monitor potentially explosive conditions during the removal of each tank. Once this instrument indicates that the atmosphere in every tank is non-explosive, the USTs shall be removed, labeled and transported off-site within 24 hours of removal. All tanks shall be appropriately vented, loaded and labeled for transportation and disposal purposes. A certificate of destruction for each tank will be provided with the final report.
- 23) The entire fuel system will not be removed. Consult the included construction and demolition plans for guidance on remaining equipment. Any monitoring equipment buried with the USTs shall also be removed.
- 24) Contractor shall be responsible for having all proper licenses/certifications to perform UST removal work. Contractor shall communicate and coordinate with Owner' Representative and/or Owner to obtain all applicable local, state, and federal permits and notifications including making all notifications and payment for such permits. Certain notifications and communication may be performed by the Owner' Representative. Contractor is required to work closely with Owner' Representative to determine appropriate notification and filing responsibilities, and confirm that all such notifications and filings are done in full compliance with all applicable rules, regulations, industry standards, and authoritative published guidelines. Contractor shall:
  - a) Retain copies of regulatory notifications, permits, and licenses and observe and comply with all regulations and conditions of the permit or license, including additional insurance requirements.
  - b) Obtain and pay for all other necessary permits including any and all necessary highway, street and road permits for transporting pipe, heavy supplies, wastes, and equipment necessary for construction of the Project.
  - c) Obtaining and paying for other permits necessary to conduct any part of the Work.
  - d) Arrange for inspections and certifications by agencies having jurisdiction over the work including local TCEQ and City Fire Marshal's office.
  - e) Make arrangements with private utility companies and pay fees associated with obtaining services, or inspection fees.

- f) If necessary, Contractor shall make arrangements with private utility companies and pay for fees associated with obtaining services, or for inspection fees.
- 25) Contractor shall notify the Owner' Representative if site conditions vary substantially from specified drawings.
- 26) Contractor shall supply the Facility personnel and Owner' Representative with timely detailed work schedules and provides weekly progress reports.
- 27) The Contractor shall timely provide copies of all submittals and documents submitted to local and state regulatory permitting authorities as well as the Project Manager, Roger Grantham, to review prior to order and installation of any equipment or parts for this project. The Contractor shall provide detailed traffic control plan for the work area, if applicable.
- 28) Contractor shall conform to standard stormwater pollution control best management practices.
- 29) Existing structures, including nearby buildings, canopies, and walls, shall be protected by Contractor. Contractor shall repair any damage to structures to equivalent or improved status over pre-existing conditions.



## ADDENDUM

TO: Interested Parties  
FROM: Roger Grantham, Environmental Supervisor  
DATE: June 17, 2021  
RE: Addendum  
City-Wide Commercial and Residential Demolition Services  
Project #: ENV 21-03 : UST REMOVAL

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As of Thursday, June 17, 2021, the following clarifications apply;

1. Section 3.1 line 8 states that we are to replace concrete over 240 ft of piping to the city's specs. What are the concrete specs required by the City of Fort Worth; furthermore, are we required to replace the slab(s) over each tank hold or just over the piping?

Compacted "road-base" over the excavated tankholds and the excavated piping runs will be satisfactory at this time as future plans have not yet been finalized as to what the site requires.

2. The RFP mentions using 10 MIL poly-sheeting, is this required or is 6 Mil sufficient?

Six (6) MIL poly sheeting will be adequate.

3. Section 1.1.1 of the RFP states that the city will provide consulting services and closeout reporting, however section 2.8 states that the provider shall include a TCEQ Licensed Corrective Action Specialist in their submittal. Is the city providing this or is the provider?

The City will provide the required CAS and CAPM.

4. Are we demolishing the canopy at the Water Service Center?

Please provide costs for turnkey services that include the demolition of the canopy as a separate add-on if needed.

Cost of turnkey services that do not address the canopy - \$ \_\_\_\_\_

Cost + demolition of canopy - \$ \_\_\_\_\_

5. In section 2.4, the RFP states that it is to be assumed excavated soil is non-impacted; however, section 3.1 line 20 states that the contractor shall include removal, storage, transportation and disposal of up to 100 CY of excavated material. Are we to include the 100 CY in the proposal? If so, is it 100 CY total or 100 CY from each site? Would the waste be assumed Class I or Class II?

Please include an add-on cost for the disposal of 100 CY of Class I Non-hazardous waste?

Cost of turnkey disposal of 100 CY of Class I NonHazardous Waste - \$ \_\_\_\_\_

6. Section 3.1 line 23 references construction and demolition plans and also states that "the entire fuel system will not be removed". Where are these plans and which site are we leaving a portion of the fuel system?

For bidding purposes, the existing USTs, delivery piping, vent piping, impacted soils, existing monitoring wells, cathodic protection system, and dispensers will be removed. Any ancillary ATG equipment located at the sites will not be removed. This applies to all sites.

7. Page 37 SOW item 20-what class of waste should we include disposal for? Class I or II?

Class I NonHazardous

8. Please confirm only 100 CY of disposal should be included in bid for all sites combined?

Yes, 100 CY of Class I NH for turnkey disposal.

9. Page 35 SOW item 7 AND 11- states the protection of utilities are the responsibility of the contractor-Are there any utilities the contractor should be aware of?

It is the responsibility of the contractor to mark existing utilities at the site prior to excavation.

10. Page 36 SOW item 12 AND 13- how many square feet of concrete removal and replacement should be included for each location?



Please see answer to Question # 1 regarding concrete replacement.  
Approximately 400 SF of removal at Water Service Center, 120 SF at FS #25,  
and 100 SF at Meacham Airport.

11. Page 35 SOW item 8- concrete replacement should be replaced to COFW specifications- can you please provide which specifications contractor shall replace to?

Please see answer to Question # 1 regarding concrete replacement.

12. Page 36 SOW item 14- how many yards and from which sites should contractor include costs for to load and transport soils to Village Creek Water Reclamation Facility?

Disregard this portion of the RFP as it does not apply to this project.

13. Page 36 SOW item 15-How many yards of select fill should be included in this bid to replace both the void space from the tanks and soils taken to landfills or Village Creek Water Reclamation Facility?

For bidding purposes, assume approximately an excavation depth of 10' bgs at each location and times the square footage mentioned in Answer #10 divided by 27 and adding 35% for "fluff" for your overall cubic yards needed. That would be near 310 CY of select fill (+/-).

14. Page 36 SOW item 17- How many gallons of fluid disposal should be included in this bid?

Unless groundwater has infiltrated the USTs, they all should be empty, but for bidding purposes, please include 100 gallons of liquid removal and disposal.

15. Page 37 SOW item 24 (e,f)- Will contractor be expected to provide private locating for each of the individual sites?

Please see Answer #9.

16. Page 38 SOW item 25-are the drawings referenced available for contractors to view?

Plan sets and drawings are not available for this project. In other words, not as-builts exist.

17. Page 38 SOW item 27- which site will require traffic control?

Some type of traffic control may be required at each site but it is entirely dependent upon each individual contractor's opinion. The work areas should be clearly demarcated and safety devices in place during construction activities.

18. Page 39 SOW item 29- are there any structures that need to be protected?

Please see Answer to #4. The canopy may be the only structure that needs to be safeguarded, but it may also be removed, depending on site conditions.

19. Page 4- refers to density testing- please provide specifications for density testing.

Density testing should be conducted every 12" (per lift) and at a +/- 95% compaction density.

20. Page 4- refers to excavation three tankholds- should contractor bid work assuming tank holds will be completely excavated?

Yes figure the entirety of the tankhold to be cleared and replacement select fill added back in 12" lifts and compacted to above referenced standards.

21. How much over excavation should be included for each site beyond what is needed to remove the tanks?

Water Service Center is the only site that may require substantial overexcavation of overburden impacted with petroleum hydrocarbons. Assume approximately 50 CY of overexcavation for this site alone. Other sites should require additional excavation outside of original tankhold.

22. Can we please get an aerial showing where the tanks are located so we can take a look at the work?

Aerial photographs were provided in an earlier email to interested parties but have been included at the end of this addendum.

23. Will any badging or background checks be required?

At this time, the Aviation Department will require a "Self-Study Course-Non-Movement Area Training and Acknowledgment" only.

24. Will any special permitting be needed by Airport or Airport Fire Departments?

No special permitting required for Meacham Airport.

25. Will there be the need for FAA height restriction permits in relation to excavator and crane use?

No the excavation area will be approximately 18' – 22' below the airplane movement areas.

26. Aerial Depictions of Each Site:

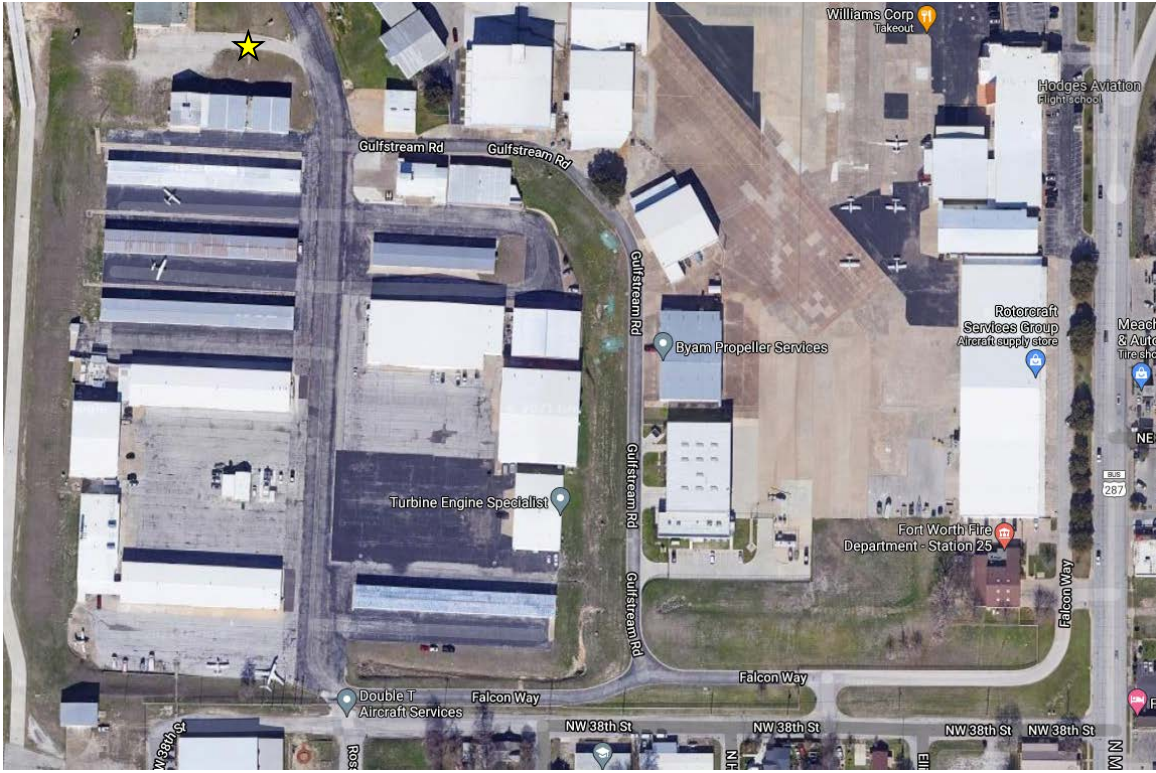
Holly Water Service Center – 2201 West Daggett



Fire Station #25 – 3801 North Main



# Meacham Airport UST Location



Bids are due at Lower Level City Hall; Purchasing Division, 200 Texas, Fort Worth, Texas 76102, no later than 1:30P on June 24, 2021.