

RESOLUTION 1816

A RESOLUTION APPROVING THE BID REQUIREMENTS AND SPECIFICATIONS FOR ASBESTOS REMOVAL LOCATED AT 325 E. GREEN STREET.

WHEREAS, the property known as 325 E. Green Street was purchased in 1989 by Croell Redi-mix, a cement company operated on a four-acre parcel and while planning a plant expansion at that site, the City proposed a land swap; and

WHEREAS, Instead of having this industrial use expand in this transitional area where a historic downtown and a well-establish neighborhood would have been negatively impacted; and

WHEREAS, removing the asbestos from the derelict building(s) on this site, is one of the pre-development activities that will assist the site to be more enticing to potential developers; and

WHEREAS, it is now necessary for the City Council to accept the aforementioned Bid Requirements and Specifications in order to solicit a contractor / vendor the work needed as prescribed by the Derelict Building Grant and service described therein; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch that the Bid Requirements and Specifications for Asbestos removal located at 325 E. Green Street is approved.

* * * * *

PASSED AND APPROVED this 10th day of June, 2019



Roger Laughlin, Mayor

Attest:



Redmond Jones II, City Administrator / City Clerk

REQUESTS FOR BID FOR ASBESTOS REMOVAL

Sealed Bids Will Be Received Until **12:00 p.m. (noon) Thursday June 27, 2019:**

City of West Branch
Attention: Redmond Jones II, City Administrator
110 N. Poplar Street
P.O. Box 218
West Branch, Iowa 52358

No bids will be received after this time.

Bids will be publicly opened and read aloud at 12:15 p.m. Thursday June 27, 2019 at the West Branch Hall, 110 N. Poplar Street, West Branch, IA.

The RFB will be awarded July 8, 2019 at 7:00 p.m. at the City of West Branch City Council Meeting. A date and time will be selected to have the awarded contractor sign the contract.

Minority and women-owned businesses are encouraged to participate. Bid guarantee in the amount of 5% of the bid amount must accompany each bid submitted. Bid security should be made payable to the City of West Branch as security that if awarded a contract the bidder will enter into a contract at the prices bid. The awarded contractor will furnish the required Certificate of Insurance within ten (10) days after the acceptance of the proposal by the City of West Branch City Council and is required before contract award. Payment and performance bond is required. This invitation is given and published pursuant to authorization of the City of West Branch City Council. The City of West Branch reserves the right to reject any or all bids and to waive any informality or irregularity.

If any questions, please contact:

EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION
ATTN: PROGRAM DEVELOPMENT & LEGISLATIVE AFFAIRS MANAGER, NICOLE TURPIN
7600 COMMERCE PARK
DUBUQUE, IA 52002
(563) 690-5771
Email: nturpin@ecia.org

BID REQUIREMENTS AND SPECIFICATIONS FOR ASBESTOS REMOVAL OF 325 E Green Street

The City of West Branch, hereinafter referred to as "West Branch," "City," or "Applicant" is seeking sealed bids from qualified asbestos contractors to remove asbestos from buildings located at 325 Green Street.

Contractor certifies that it is an Iowa –registered contractor, an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform work on this project will have appropriate Iowa asbestos licenses. **The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate.**

Asbestos Removal Scope of Work:

1. The successful bidding contractor shall furnish all tools, labor and materials for the proposed asbestos removal in accordance with all applicable plans, specifications, codes and ordinances of the City of West Branch, Iowa, asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Parts 61, NESHAP, and any other Federal Regulations, including but not limited to OSHA and EPA as well as all applicable State Regulations, including but not limited to the Iowa DNR. Work to be performed includes the following:
 - Remove ACM as identified in the accompanying Asbestos Survey in accordance with all applicable State, federal and Local regulations
 - Document amounts of ACM removed from the subject structure
 - Document ACM disposal at the designated landfill site through the use of Load Tickets and Landfill Tickets
 - Provide information as requested by the City.
2. Asbestos Containing Material Disposal Site: The Scott Area Landfill has been the designated locations for disposal of asbestos containing material waste. The landfill is located at 11555 110th Avenue (County Road Y-48); Davenport, Iowa 52804.

Overall Project Information:

1. A Project Manager from ECIA, on behalf of the City of West Branch and/or City of West Branch Staff will monitor the performance of this Contract. Direction by the City in this proposal shall also mean direction by the Project Manager. The Project Manager and/or City Staff will not have the authority to grant deviations from this Contract.
2. The Contractor shall maintain the work site to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state and local requirements.
3. The Contractor shall be responsible for providing personal protective equipment (PPE) to its agents and employees and for ensuring its proper utilization while at the job site. This shall include, but not limited to: a hard hat, safety vest, goggles and steel-toed shoes/boots. Additionally, those actually working in the hot zone will be equipped with PPE appropriate for such work under State/OSHA regulations.

4. **Hold Harmless:** The Bidder agrees to protect, defend, indemnify and hold harmless the City of West Branch, its officers and employees, State of Iowa, and IDNR their agencies and agents from any and all claims, damages, liability, loss and expense of every kind and nature made, arising out of, resulting from or incurred by reason of any claims, actions or suits based upon or alleging bodily injury, including death, or property damage rising out of resulting from the Contractor's operation under this contract, whether by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor is not and shall not be deemed an agent or employee of the City of West Branch.
5. **Pricing:** This is a LUMP SUM PRICE CONTRACT. This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and Applicant. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.
6. **Estimated Quantities:** The Applicant does not guarantee any quantity of work under this contract. Actual quantities, whether lesser or greater than estimated by the Contractor on the bid tabulation sheet for each address, will not affect the pricing process as indicated, nor the total project price bid by Contractor and accepted by Applicant. The Contractor is to indicate on each bid tabulation sheet his estimated quantities of debris and fill material. Payment will be made based on these quantities regardless of the actual amounts involved.
7. **Emergency Planning – Health and Safety Plan:** An emergency plan (Health and Safety Plan-HASP) shall be developed prior to work commencing. This must be in compliance with OSHA 29 CFR 1910, Occupational Safety and Health Standards and OSHA 29 CFR 1926, Safety and Health Regulations for Construction.

The emergency procedures in the Health and Safety Plan shall include:

- telephone numbers for potential emergency response (police, fire department, and emergency medical needs),
- the location of the nearest telephone and the location to the nearest hospital. A map showing streets with directions of the hospital shall also be provided in the plan.
- considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, heat -related and other injuries.

Written procedures shall be developed and staff training in the procedures shall be provided to all employees. Employees shall be informed of the Health and Safety Planning and trained in evacuation/response procedures in the event of workplace emergencies. This plan shall be filed with Applicant prior to the commencement of any work. Contractor must provide certification that all staff have received HASP training.

8. **Non-adherence to bid specifications:** Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.
9. **Monitoring:** This project is totally or partially funded by IDNR. Site monitor(s) may be present to observe and monitor worksite procedures. ECIA on behalf of the City of West Branch and/or City of West Branch Staff maybe onsite to monitor work.

10. Scheduling: No weekend work is allowed without prior approval from the Project Manager/City Staff. The Contractor must provide a 72-hour notice before the start of the project, the start date must fall within the 10 day after the Notice to Proceed has been issued. The 72-hour notice must include start date, and start time. Work is allowed between 7:00 a.m. to 7:00 p.m. Monday through Friday. Failure to start on the start day or at the start time given may result in a \$100.00 per hour fine capped at \$1,000.00 per day. The fine will be subtracted from the total project cost.
11. Bid Evaluations: Bid evaluations will be made individually. Price will not be the sole determining factor in this award. Other criteria as listed in "Bid Award Criteria" below will be considered, as well as any other factors that the Applicant determines may affect the suitability of the bid for their requirements. A Contractor's submission of a bid constitutes their acceptance of the evaluation technique and their recognition and acceptance that the Applicant will use subjective judgment.
12. Award Criteria: Award of the bid shall be made to the lowest and best responsive and responsible Bidder(s) meeting the specification set forth herein. In addition to the quoted price, the following is a substantial list (in no particular order of importance) of the criteria that will be used in our determination of Bidder's responsibility and suitability:
 - Satisfactory experience in the timely completion of demolitions;
 - Company's reputation and financial status;
 - Past experience and service provided by the bidder to the Applicant;
 - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified;
 - Company's ability to meet the Applicant's insurance and bonding requirements;
 - Strength of bidder's hiring and training programs
 - Company's ability to immediately fully staff the project with certified, licensed staff; and,
 - Strength of the company's safety program and history.

The City reserves the right to accept or reject any or all bids; to request rebids; to waive irregularities and technicalities in bids, such as shall best serve its requirements and interests. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

- The Applicant shall determine which bidder has submitted the lowest and most responsive and responsible bid, who has best met the bid criteria as set out above and make its recommendation to the City Council.
- The City Council shall consider a resolution awarding the contract and authorizing the Mayor to sign this contract on behalf of the Applicant. No contract shall be deemed to be created and exist, unless and until the Applicant adopts a resolution awarding this contract and authorizing the Mayor to execute this contract.
- The Mayor signs this contract.
- The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

If the Applicant determines that all the bids received should be rejected, the bidders shall be notified by the Applicant accordingly. At that point, the Applicant may, or may not, re-bid the project

13. Contract Terms: If a bid is accepted, the successful bidder shall sign a contract. The terms of the contract will include, but not be limited to the following:

- i. The representatives of the Contractor shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of representatives of the Contractor to make a personal examination of the job site and physical conditions which may affect the performance under the Contract.
- ii. The work shall commence within ten (10) days after the notice to proceed and work shall be completed within thirty (30) days of notification. Time extensions will be granted for those portions of the project affected by inclement weather conditions.
- iii. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
- iv. The Contractor shall not begin work on any asbestos removal and shall not begin work on until after the contract has been approved by the City Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
- v. During the performance of the Contract, the Contractor, its assignees and successors in interest shall comply with the anti-discrimination laws of the State of Iowa, as contained in Chapter 19B and 551 of the Code of Iowa, which will be incorporated by reference and made part of the contract.
- vi. This project is totally or partially funded by IDNR. Site monitor(s) may be present to observe and monitor survey procedures at the worksite.
- vii. Government-Mandated Provisions. Since this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the City's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions will nonetheless be set forth in the contract to cause it to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44CFR Section 13.36(i).
 1. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the Contract, and if such default remains uncured for a period of 5 days after notice of default has been given by City to Contractor, then City will have the right to take any one or more of the following steps, at its option:
 - a. By mandamus or other suit, action proceeding at law or in equity, require Contract to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City under the contract, or obtain compensation for damages caused to the City by any such default;
 - b. Have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
 - c. Make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;
 - d. Terminate the Contract by delivery to Contractor a written notice of termination; and/or

- e. Take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor under the Contract, including but not limited to the recovery of funds.

No delay in enforcing the provisions of the Contract as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor shall pay the reasonable attorney's fees and expenses incurred by City.

2. Termination for Cause and for Convenience. City shall have the right to terminate the Contract at any time by delivering to Contractor 7 days' advance written notice of intent to terminate.
3. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
4. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)
5. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
6. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.
7. Access to Documents. Contractor shall exercise best efforts to maintain communication with City's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to City, Iowa Department of Natural Resources (IDNR), State of Iowa, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor

agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the City's use of such documents on other projects.

8. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
 9. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
 10. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19646, Apr. 19, 1995].
14. Conflict of terms: If there is a conflict between the terms of these Special Terms and Conditions and the Letter of Agreement, the Special Terms and Conditions shall prevail.
15. All bidders must meet the following bonding and insurance requirements:
- (1) All bidders must submit the following: a bid guarantee equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required with the time specified.

If awarded the contract, the successful bidder must provide the following bonds prior to signing the Contract with the City.

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond". A payment bond is executed in connection with a contract to assure payments as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- (4) The Contractor awarded this work shall provide the following with the Applicant listed as certificate holder:
 - *Commercial General Liability Insurance* in the minimum amount of \$1,000,000.00
 - *Automobile Liability Insurance* in the minimum amount of \$1,000,000.00
 - *Worker's Compensation and Employer Liability Insurance* in the minimum amount of \$1,000,000.00
 - *Pollution Liability Insurance* in the minimum amount of \$1,000,000.00

- (5) The successful bidder will protect and hold harmless the City, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
- (6) The successful bidder will add the following to all liability coverages:
 - a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

16. The Contractor will be paid contract price for all items satisfactorily completed. Such payments shall be full compensation for asbestos removal and disposal, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the plans and these specifications.

Contractors shall familiarize themselves with the specifications and conditions which will affect the project. **It will be the responsibility of the Contractor to make a personal examination of the job site(s) and the physical conditions which may affect his bidding and performance under the contract.**

17. Sales Tax Exemption Certificates: The bidder shall not include sales tax in the bid. The City of West Branch will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the contract.
18. Payment will be made to the Contractor within forty-five (45) days after the completion and acceptance thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.

The invoice shall clearly state:

- 1. The Contractor name,
- 2. The address of each structure and GPS coordinates
- 3. Description of work performed, and
- 4. Date of asbestos removal

Invoices shall be billed to:

City of West Branch
Attention: Redmond Jones II, City Administrator
City Hall, P.O. Box 218
West Branch, Iowa 52358

EXHIBIT "A"
Asbestos Contractor

Company Information & Approval That the Information provided is Truthful and Accurate:

Contractor is an: Individual __ Partnership __ Corporation __ Firm __

Company Name: _____

By: _____

Title: _____

Address: _____

City: _____ State: _____

Phone Number: _____

Company Authorized Representative Signature: _____

References:

Please Provide 3 references of asbestos surveying and monitoring of abatement of projects completed by your company:

1). _____ Project _____ Contact _____ Phone Number _____

2). _____ Project _____ Contact _____ Phone Number _____

3). _____ Project _____ Contact _____ Phone Number _____

