

CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL
REGARDING
ASBESTOS TESTING / SAMPLING SERVICES
PROJECT NOTICE NO. 11-20

Issued: October 20, 2020

The City of Kenosha, Wisconsin is seeking proposals from qualified environmental service firms to perform investigative inspections, surveys and testing for the presence of and degree of asbestos containing material and other potential environmental concerns in particular buildings of interest.

1. Deadline for Submission. Thursday, November 12, 2020 at 3:00 P.M.
2. Form of Proposal. Cost Proposals must be submitted sealed, on City forms, legible and complete in all respects, showing the Project Notice Number as well as the date and time of submittal deadline. No faxed or other electronically submitted proposals will be accepted. Any incomplete proposal submittals will be rejected.
3. City Office Where Filed. Department of Finance, Municipal Office Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.
4. Project Information. Contact Zohrab Khaligian, City Development at 262-653-4041.
5. Agreement Required. The Contractor selected to perform the work will be required to execute an Agreement and related documents on City forms as a condition to performing the work. Related documentation will include:
 - 5.1 Evidence of Liability Insurances in the form of a Certificate of Insurance with the following limits from a company licensed to do business in the State of Wisconsin, having a minimum AM Best Financial Strength Rating of A- or better with the following limits:
 - a. Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000); Each Occurrence – One Million Dollars (\$1,000,000).
 - b. Automobile Liability: Single Limit - One Million Dollars (\$1,000,000).
 - c. Umbrella Liability: Three Million Dollars (\$3,000,000.00)
 - d. Worker's Compensation: Statutory Limits
 - e. Contractor's Professional Liability: Two Million Dollars (\$2,000,000.00) each loss where asbestos removal, environmental process, abatement, remediation or dumping/disposal in a Federal or State regulated facility is required.

- f. Certificate of Insurance: The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the City as a Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.
- g. Additional Insured: City shall be named as an additional insured with respect to coverage required by Section 5.1, except Worker's Compensation (5.1.d) and shall be provided with an endorsement certifying that City is an additional insured with respect to said policies.
- h. A copy of the current Certificate of Insurance shall be provided with the proposal submittal.

5.2 Specifications and Special Conditions. Specifications and Special Conditions for the Work are attached and will be included in the Agreement.

6. Award of Work. The City will enter into an Agreement, with the Proposer that is deemed most qualified. In making this determination, the City will consider with respect to each Proposer:

- a. General qualifications,
- b. Special expertise,
- c. Timetables in which the Work can be performed,
- d. Financial ability to perform the Work,
- e. Environmental experience and responsibility (where applicable),
- f. Work record and history,
- g. Experience in projects of a similar magnitude and scope, and
- h. Service rates.

The City reserves the right to reject unqualified or nonconforming Proposals, to reject all Proposals and request new Proposals, to accept the Proposal deemed most advantageous to the City, select several firms for possible interview or select the most qualified Proposal and negotiate a Contract.

7. Term of Agreement. Term of contract covers January 1, 2021 through December 31, 2021 and includes two additional one (1) year increments which would be automatically effective unless notice is otherwise provided no less than ninety (90) days prior to the end of the calendar year. The City may elect to enter into an Agreement for individual buildings, any combination of buildings, or all buildings scheduled to be abated or ultimately razed.

8. Commencement and Diligent Prosecution of Work. The Contractor selected to perform the Work will prosecute the Work diligently until fully complete in accordance with the Agreement.

9. Documents to be submitted. Proposers shall submit the following documents, on City forms, in the course of making a Proposal:

- a. Sealed Cost Proposal
- b. Certificate of Insurance evidence
- c. References from Relevant Projects
- d. Documents evidencing State of Wisconsin licensing
- e. A Completed W-9 form completed by Successful proposer
- f. Completed City forms

CITY OF KENOSHA, WISCONSIN

REQUEST FOR PROPOSAL REGARDING ASBESTOS TESTING / SAMPLING SERVICES PROJECT NOTICE NO. 11-20

1. Scope of Work. The investigation work to be performed under this special provision is for identifying, using state of the art identification, testing, sampling and analysis methods, the presence and degree of asbestos, lead based paint and other potential environmental concerns in buildings of particular interest that have the potential to be razed or rehabilitated.

2. Site Investigation. Site Investigation consists of the physical inspection of both the interior and exterior of each property by classification. Locate and quantify all homogeneous areas of surfacing materials, thermal system insulation and miscellaneous suspect materials, including electrical panels/switch boxes, in areas to be demolished or potentially rehabilitated. Itemization of a broad spectrum of material including known Regulated Asbestos Containing Material (R.A.C.M.) defined in NESHAP 40 C.F.R. 61.141, Asbestos Containing Material (A.C.M.) including Category I and Category II non-friable A.C.M. Additionally, note any potential asbestos debris that is present due to deterioration or damage in those areas. Additionally, identify other potentially hazardous environmental concerns present, such as above ground or underground storage tanks, unidentified drums, or universal wastes such as mercury containing switches and thermostats, PCB containing ballasts and light fixtures, caulking paint, and potential lead painted recyclable surfaces

3. Sampling. The Contractor will take a minimum of three (3) randomly distributed samples of each homogenous area identified or miscellaneous suspect material found and seal the sample in accordance with State and local regulations. Contractors will examine plaster/drywall - joint compound; floor tile and floor tile mastic on wood substrate and concrete slabs; siding; and roofing materials and indicate the condition of any roofing materials siding and floor tile/mastic as fair good, or poor (note multiple layers) and collect samples for each layer. Whenever possible, destructive sampling must be done to access ducts and /or pipes in walls, chases, and in areas above suspended ceilings. If ducts and pipes inside walls could not be visibly inspected, they must be assumed as asbestos-containing material. The Contractor will take one (1) paint chip sample of each potential lead painted recyclable surface.

4. Testing. The Contractor will arrange for asbestos samples to be tested and analyzed using the Polarized Light Microscope (PLM) method at a National Voluntary Accreditation Program lab. Testing should be conducted until the first sample of a suspect material tests positive for asbestos. No additional samples for that material should be tested. When PLM testing results show a sample to contain trace asbestos (< 1%) or samples reported 1-3%, those samples should be additionally tested using the Point Counting method. Samples with results <10% may be point counted on a case- by -case basis if there is reason to believe material is not ACM. Proof of lab certification may be requested upon award. The Contractor will arrange for lead painted samples to be tested and analyzed for total lead content using EPA Method 30503/7000B.

5. Reporting. The Contractor will prepare and submit to the City a report indicating

the following:

5.1 The testing results of samples taken for asbestos. The results must include the sample number, location, description, area dimensions and quantities as well as type and laboratory results. Data shall be contained in an Asbestos Report Summary, Bulk Analysis, Analytical Findings, Chain of Custody of Samples and floor plans that correspond to these reports.

5.2 The testing results of samples taken for potential lead painted recyclable surfaces. The results must include the sample number location, and description as well as type and laboratory results.

5.3 Summarize any other suspect materials found and assumed to contain asbestos, location, description, area dimensions and quantities.

5.4 Summarize any other visible and potential environmental concerns on the property.

5.5 Summarize any areas that are excluded from sampling that were a result of accessibility issues, such as attics, basements, crawl spaces, etc.

5.6 A conclusion as to whether a friable asbestos problem does exist at each site.

5.7 Plans of each floor that correspond to the summarization provided.

5.8 The inspector's name and certification number.

6. Issue of Buildings to be Razed or Rehabilitated. There should be an understanding that not all of the buildings being inspected will eventually be razed and removed. Some locations will be salvaged and/or rehabilitated. While the City acknowledges that there must be destructive (manual exploratory demolition) sampling to identify any non-visible suspect asbestos containing material, the City repeatedly requests that the current inspector follow the rule that the sampling should be accomplished with the least amount of damage to the structure, if the structure will be rehabilitated. A reasonable amount of damage is anticipated to fully comply with USEPA NESHAPS regulations 40 CFR 61 Sub Part M and/or Wisconsin Department of Natural Resources Chapter NR 447, but excessive, unnecessary interior damage should try to be avoided. In the event excessive damage will be necessary, the City contact should be notified prior to the intrusive work being performed.

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**TENTATIVE SCHEDULE OF STRUCTURES REQUIRING TESTING
TO BE INCORPORATED AS SCHEDULE "A"**

Single-Family Units:

<u>Location</u>	<u>Square Footage</u>	<u>Status</u>	<u>Parcel #</u>
1516 69 th Street	1181	Potential Raze	05-123-06-307-008

Duplex - Units:

<u>Location</u>	<u>Square Footage</u>	<u>Status</u>	<u>Parcel #</u>
1105 50 th Street	1700	Potential Raze	05-123-06-307-008
6344 26 th Avenue	1902	Potential Raze	01-122-01-151-021
5113 13 th Avenue	2020	Potential Raze	12-223-31-157-004

CITY OF KENOSHA, WISCONSIN

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City of Kenosha
Department of Finance
625 52nd Street, Room 208
Kenosha, WI. 53140

Firm's Name: _____

Firm's Address: _____

Contact Name: _____

Phone: _____

E-mail: _____

We, the undersigned, hereby agree to execute proposed contract and furnish a satisfactory bond in the amount specified and to provide all requisite labor, equipment, tools and materials for sampling of projects, for the prices set forth below, in strict accordance with the Contract Documents:

1. Base bid for sampling and preparing abatement estimate and submitting all forms and documentation as required.
 - a. Single-Family Residential Units (includes any detached garage) < 1,200 Sq. Ft. \$ _____
 - b. Non-Single Family Residential Structures
 - Multi-Family – Duplex Units < 2,000 Sq. Ft. \$ _____
 - Commercial Structures: > 2,000 Sq. Ft. \$ _____

2. Please describe any other conditions effecting the Base Bid. Indicate Structure class for each "other" condition: _____

2.a. Cost per sample of asbestos taken for analysis. \$ _____

2.b. Cost per sample submitted for Point Count Analysis. \$ _____

2.c. Cost per sample of lead based paint taken for analysis \$ _____

Please describe any other conditions effecting the Analysis charges: _____

3. List any sub-contractors to be used in performing this contract:

4. Certified Relevant Experience: Number of Years: _____

List All Recent Relevant Experience (use additional sheets if required):

5. List any Exceptions to Bid Requirements (use additional sheets if required):

6. Acknowledgment of Insurance Requirements: Initials: _____
(provide Certificate as evidence of coverage)

7. Certifying Current Licensing in the State of Wisconsin: Initials: _____

I hereby certify that all statements herein are made on the behalf of:

(Name of Corporation, Partnership, LLC or Sole Proprietorship) (Please Indicate)

By: _____ Date: _____
Signature

Title: _____

ASBESTOS TESTING SERVICES AGREEMENT

By and Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation
(Through City Development)**

And

_____ , _____

THIS AGREEMENT, made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation of the State of Wisconsin, through its Department of City Development, hereinafter referred to as "CITY", and _____, whose principal place of business is located at _____, _____, _____, herein referred to as "CONSULTANT".

WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. **ASBESTOS TESTING SERVICES.** CONSULTANT shall furnish Investigative Site Inspections, Surveys, Sampling and Testing Services for the presence of determining the presence and degree of asbestos material and other potential environmental concerns for all properties designated to be razed or rehabilitated by City, in accordance with CITY'S terms, conditions and applicable regulations defined in the Request for Proposal and CONSULTANT'S response thereto (collectively referred to as the "Proposal").
2. **TERM.** The term of the Agreement will be through December 31, 2021 ("Service Term") with an extension of an additional two (2) years awarded in one (1) year increments. The Agreement will automatically extend into the annual increments unless a party hereto provides notice to the other of its intent not to extend the Agreement no less than ninety (90) days prior to the end of the calendar year.
3. **STANDARDS FOR SERVICE.** CONSULTANT shall perform work under this service agreement pursuant to the scope of work delineated in the Proposal.
4. **COMPENSATION.** CITY shall pay to CONSULTANT for the sampling of asbestos; preparing of estimates; and submitting required reports and documentation and other necessary services (hereinafter "Services") as per the Proposal. Compensation shall be set forth in Schedule "A" and incorporated herein. For any non-single family residential structure not specified in Schedule "A", CONSULTANT shall provide CITY within thirty (30) days of request by CITY, with a proposal for services. The proposal shall set forth a Base Sum and Per Sample Cost. Should any such proposal be in an amount unacceptable to CITY, CITY shall, in its sole discretion, have the right to solicit and accept proposals from other consultants for the services.

5. INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION. CONSULTANT acknowledges that it is an independent contractor and that its employees and agents are not the employees of the CITY for purposes of Worker's and Unemployment Compensation or any other purpose. CONSULTANT shall be responsible for providing Worker's and Unemployment Compensation with respect to its employees.

6. PERFORMANCE. CONSULTANT will prosecute work diligently until fully complete. If it is determined that the CONSULTANT has not fulfilled its obligation, the CITY reserves the right to terminate this Agreement upon forty-eight (48) hour notice for any breach thereof. In the event the CONSULTANT fails to perform any provision of this Agreement, the CITY shall notify the CONSULTANT, in writing, of the alleged breach, and in the event that the CONSULTANT has not commenced proper action to correct deficiencies within a forty-eight (48) hours after notification, this Agreement may be terminated by CITY forthwith.

7. CONTROL AND PROTECTION OF WORK SITE. CONSULTANT shall be responsible for the control and protection of the work site from commencement of the work until work is completed. The CONSULTANT shall keep the site secure and inaccessible to the public. CONSULTANT during the performance of the work, shall assume control of the work site and take such measures as will make the work site as safe as possible for its employees, agents and frequenters using abutting private or public property, from any and all dangers associated with the work. The CONSULTANT has an obligation to check all warning and safety devices on a daily basis.

8. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. The CONSULTANT shall select such methods and equipment for the performance of all operations connected with the work as will assure professional quality of the work and a rate of progress which will assure the timely completion of the work. The CONSULTANT is responsible for furnishing all labor, equipment, material, consumables and supplies required to perform the work.

9. LAW, RULES AND REGULATIONS. The CONSULTANT shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this work including, but not limited to, any requests imposed by the State of Wisconsin's Department of Natural Resources.

10. CONSULTANT'S EMPLOYEES AND AGENTS. The CONSULTANT, at all times work is being performed, shall assign an employee or agent on the work site to be the person to whom the CITY may furnish instructions or orders, or make inquiries of at all times when work is being performed. The name of such employee or agent shall be submitted to the CITY, in writing, upon commencement of the work.

11. INDEMNITY AND HOLD HARMLESS AGREEMENT. The CONSULTANT agrees that it will, at all times, defend, indemnify and hold harmless, the CITY and its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the CITY or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the CONSULTANT or as a result of the willful or negligent act or

omission of the CONSULTANT and/or any subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.

12. INSURANCES. The CONSULTANT shall provide evidence of liability insurances in the form of a Certificate of Insurance with the following limits from a company licensed to do business in the State of Wisconsin, having a minimum AM Best Financial Strength Rating of A- or better with the following limits:

- a. Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000.00); Each Occurrence – One Million Dollars (\$1,000,000.00).
- b. Automobile Liability: Single Limit - One Million Dollars (\$1,000,000.00).
- c. Umbrella Liability: Three Million Dollars (\$3,000,000.00)
- d. Worker's Compensation: Statutory Limits
- e. Contractor's Professional Liability: Two Million Dollars (\$2,000,000.00).

13. NONDISCRIMINATION. In the performance of work, the CONSULTANT agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

14. MERGER. The documents contained in the Proposal are incorporated herein and are made a part of this Agreement. To the extent any conflict exists between the Agreement and Proposal, this Agreement shall control.

15. ASSIGNMENT. CONSULTANT shall not assign this Agreement to any other person or entity without the written consent of CITY.

16. AMEND IN WRITING. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by both Parties.

17. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered personally or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail,

a. If to City Development

Director of City Development
Municipal Building, Room 308
625 52nd Street,
Kenosha, Wisconsin 53140

With a copy to:

City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53140

Department of Finance
Municipal Building, Room 208
625 52nd Street,
Kenosha, Wisconsin 53140

b. If to:

18. REPRESENTATION OF AUTHORITY. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

CONTRACTOR

CITY DEVELOPMENT

By: _____
Contractor

By: _____
Director of City Development

Date: _____

Date: _____

SCHEDULE "A"

Single-Family Residential Structure (including detached garage)	Base Sum	Asbestos Sample	Point Count Sample	Lead Based Paint Sample
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Non-Single Family Duplex Units						
Address	S.F.	Base Sum	Asbestos Sample	Point Count Sample	Lead Based Paint Sample	Location
Non-Single Family Commercial Units						