

CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL
REGARDING
ASBESTOS TESTING / SAMPLING SERVICES
PROJECT NOTICE NO. 26-17

Issued: November 6, 2017

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.

1.0 Deadline for Submission. Tuesday November 21, 2017 at 2:30 P.M.

2.0 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.

3.0 City Office Where Filed. Department of Finance, Municipal Office Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

4.0 Project Information. Contact Zohrab Khaligian, Department of Community Development & Inspections at 262-653-4041 or Mark Willing, Purchasing Manager at 262-653-4180.

5.0 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:
 - 5.1.1 Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000); Each Occurrence – One Million Dollars (\$1,000,000).
 - 5.1.2 Automobile Liability: Single Limit - One Million Dollars (\$1,000,000).
 - 5.1.3 Umbrella Liability: Three Million Dollars (\$3,000,000.00)
 - 5.1.4 Worker's Compensation: Statutory Limits
 - 5.1.5 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.

- 5.1.6 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.
- 5.1.7 Additional Insured: City shall be named as an additional insured with respect to coverage required by Section 5.1 and shall be provided with endorsement certifying that City is an additional insured with respect to said policies.
- 5.1.8 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.

6.0. 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:

- 6.1 General qualifications,
- 6.2 Special expertise,
- 6.3 Timetables in which the Work can be performed,
- 6.4 Financial ability to perform the Work,
- 6.5 Environmental experience and responsibility (where applicable),
- 6.6 Work record and history,
- 6.7 Experience in projects of a similar magnitude and scope, and
- 6.8 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.

7.0 Term of Agreement. 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 in 2018. The Agreement can be extended for an additional two (2) one-year service terms, if it is mutually agreed upon by both parties.

8.0 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.

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

- 9.1 Sealed Cost Proposal,
- 9.2 Certificate of Insurance evidence

9.3 References from Relevant Projects

9.3 Documents evidencing State of Wisconsin licensing.

9.4 A Completed W-9 form completed by Successful proposer.

9.5 Completed City forms.

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1.0 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 and other potential environmental concerns in buildings of particular interest that have the potential to be razed or rehabilitated in 2018.

2.0 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 under ground storage tanks, unidentified drums, or universal wastes such as mercury containing switches and thermostats, PCB containing ballasts and light fixtures, caulking and paint.

3.0 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. 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.

4.0 Testing. The Contractor will arrange for 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.

5.0 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 a Asbestos Report Summary, Bulk Analysis, Analytical Findings, Chain of Custody of Samples and floor plans that correspond to these reports.
- 5.2 Summarize any other suspect materials found and assumed to contain asbestos, location, description, area dimensions and quantities.
- 5.3 Summarize any other visible and potential environmental concerns on the property.
- 5.4 Summarize any areas that are excluded from sampling that were a result of accessibility issues, such as attics, basements, crawl spaces, etc.
- 5.5 A conclusion as to whether a friable asbestos problem does exist at each site.
- 5.6 Plans of each floor that correspond to the summarization provided.
- 5.7 The inspector's name and certification number.

6.0 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.

7.0 Issue of "Limited" Asbestos Inspection Reports. There should be an understanding by the inspection contractor(s) that, due to the tight time schedules for some demolition and construction contract lets, situations may arise when there are tenants, such as previous homeowners, still occupying the buildings during the relocation process, but that an asbestos inspection report/estimated cost of abatement is required prior to the vacancy of the building(s).

- 7.1 When this is the case, the City must have an inspector willing and able to perform the following items:
 - 7.1.1 Conduct a room by room-by-room inspection and documentation of visible asbestos containing materials (ACM) and presumed asbestos containing materials (PACM's).

- 7.1.2 Where and when it is possible, without exposing occupants to any hazard, pull material bulk samples- sampling and documentation of observable visible suspect materials- from each room using discretionary practices as to sampling from inconspicuous areas of the room, i.e. behind electrical outlet plates, behind furniture, etc.
- 7.1.3 Submit a limited asbestos inspection report to include identification, location, quantities and estimated cost of abatement of visible and presumed asbestos containing material.
- 7.1.4 It should be understood that due to the accessibility issues and the limitations placed upon the inspectors during these limited asbestos inspections, an additional follow-up exploratory and destructive demolition inspection (documentation of hidden asbestos) report will be required. To fully comply, with USEPA NESHAPS and or Wisconsin Department of Natural Resources regulations, unoccupied and prior to mechanical demolition.

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**TENTATIVE 2018 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>
912-47 th Street	1,056	Rehabilitation	12-223-31-131-013
2721-63rd Street	1,104	Potential Raze	01-122-01-152-002
4417-24 th Avenue	768	Rehabilitation	07-222-25-454-008
4704-24 th Avenue	912	Rehabilitation	09-222-36-106-012

Duplex - Units:

2502-54 th Street	1,446	Potential Raze	09-222-36-405-005
6409-11th Avenue	1,588	Potential Raze	05-123-06-152-003

Commercial Units:

1310-68 th Street	5,584	Potential Raze	05-123-06-314-010
1403-68th Street	1,326	Potential Raze	05-123-06-307-020
8004-22nd Avenue	2,376	Potential Raze	04-122-12-401-001

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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 \$ _____
< 1,600 Sq. Ft.
 - Commercial Structures: \$ _____
> 2,000 Sq. Ft.

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

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

2b. Cost per sample submitted for Point Count 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 Its Department of Community Development and Inspections)

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 Community Development and Inspections, 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 and the degree of asbestos material and other potential environmental concerns for all properties designated to be razed or rehabilitated in 2018, 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, 2018 ("Service Term") with an option to extend for an additional two (2) years awarded in one (1) year increments.
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 the 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) hours 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 is possible for it's 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:

- 12.1 Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000.00); Each Occurrence – One Million Dollars (\$1,000,000.00).
- 12.2 Automobile Liability: Single Limit - One Million Dollars (\$1,000,000.00).
- 12.3 Umbrella Liability: Three Million Dollars (\$3,000,000.00)
- 12.4 Worker's Compensation: Statutory Limits
- 12.5 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 Department of
Community Development
and Inspections

Director of Community 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

Proposer

A Municipal Corporation, through its
Department of Community Development and Inspections

BY: _____

BY: _____

Director of Community Development

_____ (Title)

DATE: _____

DATE: _____

BY: _____

DATE: _____

SCHEDULE "A"

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