

# **City of Scottsbluff, Nebraska**

**Monday, February 1, 2016**

**Regular Meeting**

## **Item Consent4**

**Approve bids and specifications for asbestos abatement of properties located at 23 East 18th St. and 15 East 18th St. and authorize city clerk to advertise for bids to be received by February 23, 2016 at 3:00 p.m.**

**Staff Contact: Annie Folck, City Planner**

# Agenda Statement

Item No.

For meeting of: Feb 1, 2016

**AGENDA TITLE:** Approve bid specifications for asbestos abatement of properties located at 23 East 18<sup>th</sup> St and 15 East 18<sup>th</sup> Street and authorize the city clerk to advertise for bids to be received by February 23, 2016 at 3:00 P.M.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Planning and Zoning

**PRESENTATION BY:**

**SUMMARY EXPLANATION:** In order to create a Downtown Plaza, it has been recommended that the City owned buildings at 23 E 18<sup>th</sup> St and 15 E 18<sup>th</sup> St be demolished. Before this can be done, the asbestos in the buildings must be remediated.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

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EXHIBITS				
Resolution	Ordinance	Contract	Minutes	Plan/Map
Other (specify) x <u>Bid specifications</u>				

**NOTIFICATION LIST:** Yes  No  Further Instructions

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

**REQUEST FOR PROPOSALS  
CERTIFIED ABATEMENT CONTRACTORS  
CITY OF SCOTTSBLUFF, NE**

Proposals will be received by the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361 until 3:00 p.m., February 23, 2016, to complete an asbestos abatement project located at 23 East 18<sup>th</sup> Street and 15 East 18<sup>th</sup> Street. The City of Scottsbluff reserves the right to refuse any or all proposals and to waive technicalities in order to accept proposals that may be in the best interest of the City of Scottsbluff, at its sole discretion.

Dated February 5, 2016

*/s/ Cindy Dickinson*  
City Clerk

Print 3T:  
February 5, 12, 19, 2016  
One affidavit of publication requested

**REQUEST FOR PROPOSAL (RFP)**  
**CERTIFIED ABATEMENT CONTRACTORS**  
**23 and 15 East 18<sup>th</sup> Office Buildings**  
**Asbestos Building Material Abatement**  
**Scottsbluff, Nebraska**

**1.0 General Instructions**

In addition to the specifications described in this document, offerors must comply with all state, federal and local statues, rules and regulations.

All proposals for this project must be submitted in **two (2) copies** (with one clearly marked **Master Copy** containing live signatures) to City of Scottsbluff 2525 Circle Drive Scottsbluff, Nebraska 69361 Attention: Andrea Folck (City Planner) in a **sealed package** on or before 3:00 p.m. Mountain Time **Tuesday, February 23, 2016**. This is the official time for determining cut-off for acceptance of proposals. The offeror is responsible for ensuring that the sealed proposal is delivered to the appropriate location by the required time and assumes all risk of delivery.

**The outside of the package must be clearly labeled RFP for 18<sup>th</sup> Street Abatement.** Proposals and modifications thereof received at the designated location in this Request for Proposal (RFP) after the set time for receipt **will not be considered.**

No other distribution of this RFP shall be made by the offeror. The proposal must be signed by an official of the offering organization with authorization to bind the contractor to its provisions.

Questions concerning interpretation of the specifications and scope of work for the request for proposal should be brought to the attention of:

**Henry Gompert**  
**Panhandle Geotechnical & Environmental, Inc.**  
**818 South Beltline Highway East**  
**Scottsbluff, Nebraska 69361**  
**(308) 632-6735**

**REQUEST FOR PROPOSAL (RFP)**  
**CERTIFIED ABATEMENT CONTRACTORS**  
**18<sup>th</sup> Street Abatement**

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1. **Scope of Work:** The purpose of this proposal is to obtain professional services to complete an asbestos abatement project located at 23 and 15 East 18<sup>th</sup> Street in Scottsbluff, Nebraska that are planned for demolition.
  - a. 23 East 18<sup>th</sup> Street
    - i. Remove and dispose of approximately 600 square feet of Transite on exterior Soffit and Fascia.
    - ii. Remove and dispose of approximately 900 square feet of 9"x9" Floor Tile in basement.
    - iii. Removal and dispose of approximately 300 linear feet of Roofing Tar next to flashing and AC units on roof.
  - b. 15 East 18<sup>th</sup> Street
    - i. Removal and dispose of approximately 900 square feet of Vinyl Flooring (most of the Vinyl Flooring is under carpet).
    - ii. Removal and dispose of approximately 200 linear feet of Pipe Insulation (1" -2") Thermal System Insulation (TSI) in basement.
    - iii. Removal and dispose of approximately 175 linear feet of Black Tar with Silver paint on flashing and AC unit of roof.
  - c. All offerors must comply with all state, federal and local statues, rules and regulations.
2. **Access to Building:** Access to the building will be arranged with the City Planners after the contract is awarded.
3. **The Proposal Narrative:** The proposal narrative must address each item in the "Scope of Work". The sections of the proposal are listed below. Sections of the proposal must be clearly marked and in the order specified.
  - a. **Cover Letter** Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the offerors ability to provide the services specified in the request for proposal. A representative who has the legal capacity to enter the organization into a formal contract with City of Scottsbluff must sign the cover letter.

- b. **Overview** A brief synopsis of the proposal and its content.
- c. **Description of Services** The offeror must include a work plan describing major activities and to be delivered under the specifications of the RFP. This description must be in the same order as listed in the "Scope of Work".
- d. **Staff Organizations and Qualifications** The proposal must include: the offerors full name, address, branch office or other subordinate units that will perform or assist in performing any of the work as specified in this RFP along with proof of being a Certified Abatement Contractor in Nebraska.

#### 4. General Provisions

- a. **Contract Period** The work specified in this request is to be conducted during the duration of the project.
- b. **No Personal Liability** Neither the members of the City of Scottsbluff system nor any office, employees, agent or representative of the City of Scottsbluff shall be personally liable, based upon any theory of the law or equity, to the contractor or any party claiming on the behalf of or through the contractor, under this agreement, or by reason of any individual's action or failure to act in any way connected with this agreement, whether or not the action or failure to act complained of shall have been within or without an individual's scope of authority. The contractor further waives any and all rights to make claim or commence an action or special processing, in law or equity, against any of the aforementioned individuals, and the contractor hereby assigns its complete right, title and interest in such claim, action, or special proceeding to the City of Scottsbluff.
- c. **Modifications to the Contract** It may be necessary for the City of Scottsbluff to modify the technical design and program requirements embodied in this contract. The contractor will be notified of any such modifications thirty (30) days prior to the change. The City of Scottsbluff and the contractor shall agree on the cost of any such modification prior to beginning of the work and no work brought about by any modifications shall begin without prior written authorization by City of Scottsbluff.
- d. **Hold Harmless** The successful contractor agrees that it shall indemnify and the City of Scottsbluff and all its agencies from and against any and all claims for injury, loss of life, or damage of use of property caused or alleged to be caused, by acts or omissions of the successful offeror, its employees, and invites on or about the

premises and which arise out of the successful offeror's performance, or failure to perform as specified in the agreement.

- e. **Liability Insurance** The successful offeror will present the City of Scottsbluff with a certificate of liability insurance equal to or greater than \$1,000,000.00 (one million dollars).
- f. **Basis of Award** The City of Scottsbluff shall award this contract to the responsible and responsive offeror who best meets the terms and conditions of this proposal. The City of Scottsbluff reserves the right to reject any or all proposals, and to request modifications to proposals from the offeror during the reviews and consideration period. The content of each proposal will be considered binding on the successful offeror and subject to subsequent confirmation if selected. The content of the successful proposals will be included by reference in any resulting contracts. Amendments to the proposals will not be accepted after the specified closing date for submission. The City of Scottsbluff reserves the right at any time to request clarification and/or further technical information from any or all offerors submitting proposals. All costs incurred by the offeror in preparation of their proposal, or during any negotiations on proposals or contracts shall be borne by the offeror.
- g. **Non Performance** The successful offeror must satisfy the requirements of this proposal and subsequent contract. The contract may be suspended or terminated by City of Scottsbluff upon thirty (30) days written notice and further eligibility for contracts may be lost should the successful offeror fail to carry out the terms of this project. The successful offeror may subcontract for services but must retain overall responsibility for the performance under this contract. The successful offeror must have prior written approval from City of Scottsbluff for all subcontractors.
- h. **Force Majeure** Neither the contracted vendor nor the City of Scottsbluff shall be held responsible for non-performance under the terms and conditions of this due, but limited to, government restrictions, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.
- i. **Exceptions** Offerors may elect to make minor exceptions to the terms and conditions of this request for proposal. The City of Scottsbluff shall evaluate each exception according to the intent of the terms and conditions contained herein, but the City of Scottsbluff must reject exceptions that do not conform to State proposal law and/or create inequality in the treatment of offerors.

Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the sealed proposal opening.

- j. **Payment Schedule** A payment schedule will be agreed to with the successful vendor at the time of final contract negotiations. Payment will be based on the actual amount Asbestos Materials removed.

Prepared by:

Henry Gompert  
Panhandle Geotechnical & Environmental, Inc.  
818 South Beltline Highway East  
Scotts Bluff, Nebraska 69361  
(308) 632-6735

Attachments: Bid Sheet



**18<sup>TH</sup> STREET ABATEMENT  
 BID SHEET**

**NOTE: BIDS ARE DUE AT 3:00 P.M. ON Tuesday, February 23, 2016 AT  
 THE CITY OF SCOTTSBLUFF 2525 CIRCLE DRIVE SCOTTSBLUFF,  
 NEBRASKA 69361 BIDS ARE F.O.B. SCOTTSBLUFF, NE.**

Acknowledgement Receipt of: \_\_\_\_\_ Addendum #1

IF APPLICABLE \_\_\_\_\_ Addendum #2

\$ \_\_\_\_\_ 900 sq. ft. of floor tile \$ \_\_\_\_\_  
 Unit Price subtotal Price

\$ \_\_\_\_\_ 600 sq. ft. of Transite \$ \_\_\_\_\_  
 Unit Price subtotal Price

\$ \_\_\_\_\_ 900 sq. ft. Vinyl Flooring \$ \_\_\_\_\_  
 Unit Price subtotal Price

\$ \_\_\_\_\_ 200 Linear feet of TSI \$ \_\_\_\_\_  
 Unit Price subtotal Price

\$ \_\_\_\_\_ 475 linear feet of Tar \$ \_\_\_\_\_  
 Unit Price subtotal Price

\$ \_\_\_\_\_  
 Grand Total

COMPANY \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 BY (Print Name) \_\_\_\_\_  
 (Signature) \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_