# **REQUEST FOR PROPOSALS**

FOR THE

**CITY OF ALPENA** 

WATER PRODUCTION PLANT

&

# WASTE WATER TREATMENT PLANT ASBESTOS/HAZARDOUS MATERIAL ABATEMENT PLAN

February 2017

Prepared By:

City of Alpena Engineering Department 208 N. First Avenue Alpena, MI 49707 (989) 356-1730



### Request for Proposals

The City of Alpena will receive Proposals for the development and execution of an asbestos abatement plan for removal of asbestos/hazardous containing materials within the City of Alpena Water Production Plant and Waste Water Treatment Plant, herein after, Plants.

Proposals will be received via sealed submittal until 2:00 p.m., Tuesday, February 28, 2017. The City reserves the right to reject any proposals and to waive irregularities in proposals, which may be in the best interest of the City.

Beginning on Tuesday, February 7, 2017, requests for proposals may be obtained on the City of Alpena website at <a href="https://www.alpena.mi.us">www.alpena.mi.us</a>.

City of Alpena

By: Karen Hebert

City Clerk

### **Project Outline**

It is the intent of the City of Alpena to remove the asbestos containing materials from the Water Production and Waste Water Treatment Plants.

The vendor for the City of Alpena will provide a proposal of the scope/requirements to inventory and abate the asbestos materials from the Plants as well as a proposal for the actual work to be completed. The City of Alpena is anticipating that the abatement may be undertaken over two to three years depending on cost and available funding.

The proposal shall itemize cost for:

- 1. The development of the plan.
- 2. Identification of quantities to be removed for each facility separately.
- Itemized estimated cost per location/activity i.e. removal window caulk per window.
- 4. Prioritize order for abatement.

# **Background Information**

The Water Production Plant has asbestos materials located in the following known locations:

- The older windows have ACM for caulking.
- The laboratory has ACM for countertops.
- Many areas of the Plant have boiler piping that is insulated with ACM.

One area of concern is above the 1965 Filter Beds. This area has heating units that sometimes need repair and therefore the insulation needs to be removed. Also, some of this ACM is deteriorating already. There is approximately 150 feet of 8-10 inch insulation in this area.

The Water Treatment Plant has asbestos materials located in the following known locations:

- The older windows have ACM for caulking
- Many areas of the Plant have boiler piping that is insulated with ACM

#### **Supporting Documents Attached**

- Water Production Plant Plans
  - 1945 Water Works Improvements
  - 1953 Water Works Improvements
  - 1965 Addition to the Water Plant
  - 1998 WTP Improvements Chemical & Storage Building
  - 2007 SRF/DWRF Water Treatment Plant Improvements

- Waste Water Treatment Plant Plans
  - 1965 Additions to Water Treatment Plant
  - 1998 Water Treatment Plant Improvements
  - 1981 Waste Water Plant Sludge Heat Exchanger
  - 2001 Water Recycling Plant Phase II Building Improvements
  - 2007 SRF/DWRF Water Recycling Plant Improvements
- March 1999 Asbestos Survey of the Water Treatment Plant
- March 1999 Asbestos Survey of the Wastewater Treatment Plant

#### **Vendor Submittals**

Each vendor shall submit the following information as part of a narrative with regard to their ability to undertake and complete the project.

- 1. Company overview, summary, and history. Should include, but not limited to, contact information, office location(s), financial stability and longevity.
- 2. Each vendor shall submit a principal in charge, who shall be responsible for ensuring the completion of the project is to the satisfaction of the City.
- 3. Each vendor shall submit a project team describing their roles and years of experience.
- 4. Each vendor shall submit the proposed pricing for the work described herein.
- 5. Each vendor shall provide any additional information, which may be beneficial in determining the ability of the vendor to complete the project.
- Each vendor shall submit their proposal in a sealed envelope marked "Asbestos Abatement" to the City of Alpena Clerk's Office by 2:00 p.m., Tuesday, February 28, 2017 at the following address: City of Alpena, 208 N. First Avenue, Alpena, MI 49707.

# **Review and Selection Process**

It is the intent of the City of Alpena to complete the review process and enter into a contract with a consultant for these services as soon as practical. The Engineering Department and plants operation staff from Suez, as necessary, will review the Proposals received. The decision will not be based solely upon cost. The City will evaluate the proposed equipment, abilities and experience of each firm and will make a selection in the best interest of the City.

Staff anticipates making a recommendation to City Council at a March 2017 meeting. Following approval, the City will issue Contracts to the vendors which shall serve as the notice to proceed.

The City of Alpena reserves the right to delete or amend the contract and to add project items upon negotiation with the Consultant.

Any questions regarding the Request for Proposals or the items to be included in the submittal should be directed to Rich Sullenger, City Engineer, 208 N First Avenue, Alpena, MI 49707, by phone at 989-354-1730, or by email at <a href="mailto:richs@alpena.mi.us">richs@alpena.mi.us</a>.

**City Attorney Document Review** 

William Pfeifer, City Attorney

(approved as to form only)

# **Insurance Requirements**

While working within the City Limits, on City projects, and on City Owned Property, the Consultant shall conform to the following requirements.

All Bidders shall maintain at own expense during the term of this Contract the insurance coverage(s) where indicated by an [X]:

# 1. [X] Workers Compensation Insurance

- a. Bidder shall maintain statutory workers compensation and employer's liability insurance. Limits shall be no less than \$500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease, Dependent on the type of project the minimum coverage may be increased.
- b. Waiver of Subrogation Bidder waives all rights against the City of Alpena, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Bidder.
- c. If Bidder is self-insured for purposes of workers compensation, the Bidder must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

# 2. [X] Commercial General Liability and Umbrella/Excess Liability Insurance

- a. [X] a. Contractor shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project.
  - [ ] b. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.
- b. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
- c. City of Alpena shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This

insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder." A sample Certificate of Liability Insurance form is attached to the end of this policy.

d. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

# 3. [X] <u>Business Auto and Umbrella/Excess Liability Insurance</u>

- a. Bidder shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
- b. Waiver of subrogation Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

### All the above insurance policies shall contain the following wording:

"It is agreed that this insurance shall not be cancelled, materially changed, or non-renewed without at least a sixty (60) day written notice to the City of Alpena at their principal mailing address."

# Insurance Company Approval and Certificates of Insurance

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Manager of the City of Alpena with certificates of insurance or a certified copy of the policy, if requested by the City Manager.

### **Hold Harmless Clause**

The Contractor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Contractor's late or defective performance, caused by or arising out of any action, omission or operation performed in connection with work attributable to the Contractor, any Sub-contractor, any Sub-subcontractor, any material men, any of their respective employees, agents, servants, or representatives; provided, however, the Contractor shall not be required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

### **Local Bidder's Preference**

The City reserves the right to enact the Local Bidders Preference. The City may grant an award to a *qualified* local bidder/vendor as defined below for an amount equal to the lowest bid submitted meeting specifications. The following businesses shall be given the opportunity to lower their overall bid amount if they are within the following percentages:

A. Alpena City businesses:

Within 7% for projects under \$100,000 and 5% for projects at or over \$100,000.

B. Alpena County businesses:

Within 5% for projects under \$100,000 and 3% for projects at or over \$100,000.

City of Alpena businesses shall have priority over Alpena County businesses.

To be considered for local bidder preference, a local bidder/Vendor shall have met the following qualifications for at least one year prior to the date bid proposals are due:

- 1. Shall have a legal and permanent business address within Alpena County.
- 2. Shall be a personal property and real property taxpayer in Alpena County.
- 3. Shall be in compliance with all City Codes and Ordinances.
- 4. Shall not be indebted or in default to the City.

# **Specifications and Background Information**

The following pages contain the requirements of the project as well as supporting documentation to assist in the bidding process.