

CITY OF KENOSHA, WISCONSIN
REQUEST FOR PROPOSAL
REGARDING
ASBESTOS TESTING / SAMPLING SERVICES
PROJECT NOTICE NO. 10-23

Issued: November 28, 2023

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. Tuesday, December 12, 2023 at 2:30 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 Tony Geliche, Department of City Development at 262-653-4030.

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:

- a. 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:
 - i. Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000); Each Occurrence – One Million Dollars (\$1,000,000).
 - ii. Automobile Liability: Single Limit - One Million Dollars (\$1,000,000).
 - iii. Umbrella Liability: Three Million Dollars (\$3,000,000.00)
 - iv. Worker's Compensation: Statutory Limits
 - v. 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.

- vi. 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.
- vii. 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.
- viii. A copy of the current Certificate of Insurance shall be provided with the proposal submittal.

b. 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. 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 2024. The Agreement can be extended for an additional two (2) one-year service terms, if it is mutually agreed upon by both parties.

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,
- c. References from Relevant Projects,
- d. Documents evidencing State of Wisconsin licensing,
- e. A Completed W-9 form completed by successful proposer, and
- f. Completed City forms.

CITY OF KENOSHA, WISCONSIN

REQUEST FOR PROPOSAL REGARDING ASBESTOS TESTING / SAMPLING SERVICES PROJECT NOTICE NO. 10-23

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 and other potential environmental concerns in buildings of particular interest that have the potential to be razed or rehabilitated in 2024.

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. 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

- a. 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.
- b. 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.
- c. Summarize any other suspect materials found and assumed to contain asbestos, location, description, area dimensions and quantities.
- d. Summarize any other visible and potential environmental concerns on the property.
- e. Summarize any areas that are excluded from sampling that were a result of accessibility issues, such as attics, basements, crawl spaces, etc.
- f. A conclusion as to whether a friable asbestos problem does exist at each site.
- g. Plans of each floor that correspond to the summarization provided.
- h. 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.

CITY OF KENOSHA, WISCONSIN

**REQUEST FOR PROPOSAL
REGARDING
ASBESTOS TESTING / SAMPLING SERVICES
PROJECT NOTICE NO. 10-23**

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:

1a. Cost per sample of asbestos taken for analysis. \$ _____

1b. Cost per sample submitted for Point Count Analysis. \$ _____

1c. Cost per sample of lead based paint taken for analysis. \$ _____

1d. Cost per sample for additional services. \$ _____

Please describe any other conditions effecting the Analysis charges: _____

ASBESTOS TESTING SERVICES AGREEMENT

By and Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

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 and City Inspection, 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 2024, 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 is January 1, 2024 through December 31, 2024. If mutually agreeable to both parties, Agreement can be extended for an additional two (2) years awarded in one (1) year increments. The **CITY'S** intentions to extend the Agreement shall be made with notification sent to **CONSULTANT** within ninety (90) days of the expiration of the Agreement, this provided that **CONSULTANT** is not in default.

3. **STANDARDS FOR SERVICE. CONSULTANT** shall perform work under this service agreement pursuant to the scope of work delineated in the Proposal and the attached Schedule A.

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 and the attached Schedule A.

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 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. **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 Worker's and Unemployment Compensation with respect to its employees.

10. **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.

11. **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 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.

12. **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.

13. **INSURANCES. CONSULTANT** prior to performing work and during the Agreement term, shall procure and maintain, during the Term of this Agreement, insurance policies, as hereinafter specified issued by a Company authorized and licensed to do business in the State of Wisconsin. The insurance

policy shall (a) name the **CITY** as an additional insured (except the Workers Compensation and Professional Liability policies), (b) be primary and noncontributory, and (c) contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** shall be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. **CONSULTANT** prior to executing this Agreement, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming **CITY** as "additional insured" for those policies at a-e below, and (b) proof of payment of premium to **CITY**. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Agreement null and void as of the date that no valid insurance policy was in effect. Throughout the duration of this Agreement, certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request. Should **CONSULTANT** fail to furnish, deliver and maintain such insurance coverage as provided herein, **CITY** may terminate this Agreement. The failure of **CONSULTANT** to take out and maintain the required insurance shall not relieve **CONSULTANT** from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **CONSULTANT** in Section 12 of this Agreement.

- 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).

14. **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.

15. **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.

16. **OFFSET.** **CITY** may withhold from any payment due and owing **CONSULTANT**, an amount sufficient to cover any loss or cost incurred by **CITY** as a result of any breach of this Agreement by **CONSULTANT**, to include, but not be limited to, property damage or loss. Further, **CITY** may withhold from payment due and owing **CONSULTANT**, an amount sufficient to cover any claim served upon the **CITY** relating to **CONSULTANT**'s performance pursuant to this Agreement.

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

18. **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.

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

If to Department of City Inspections: Director of City Inspections
Municipal Building, Room 100
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 **CONSULTANT**:

_____, _____

19. EXECUTION AUTHORITY. Each of the undersigned hereby represents and warrants that: (a) such Party has all requisite power to execute this Contract; (b) the execution and delivery of this Contract 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 Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Contract.

Signature pages follow

By: _____

Date: _____

STATE OF WISCONSIN)

: SS.

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____,
_____, to me known to be such _____ of said
_____, and acknowledged to me that he executed
the foregoing instrument as such _____ as the Contract of said
_____, by its authority.

Print Name: _____

Notary Public, County, WI.

My Commission expires/is: _____

SCHEDULE "A"

Add RFP Bid sheet pricing