



Community Development Department
Attn: Demo Program Manager
625 Murray Street, 3rd Floor, Alexandria, LA 71301
318-449-5071 Office / 318-449-5031 Fax
cda@cityofalex.com

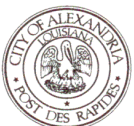
CmDv RFP for Abatement Contractor Services Proposal Packet

BIDS DUE BY:
August 28, 2020
9:00 A.M.

RFP CmDv #2006 – ABATEMENT SERVICES

This request for proposal packet shall consist of:

Attachment #1	Submittal Conditions
Attachment #2	General Conditions
Attachment #3	Scopes of Work and Specifications
Attachment #4	Definitions
Attachment #5	Contractor's Bid Proposal Price Sheet - Complete, sign, return in sealed envelope



Jeffrey W. Hall
Mayor



Community Development Department
Attn: Demo Program Manager
Physical: 625 Murray Street, 3rd Floor, Alexandria, LA 71301
Postal mail: 625 Murray Street, Suite 7, Alexandria, LA 71301
318-449-5071 Office / 318-449-5031 Fax

CmDv RFP for Abatement Contractor Services Proposal Packet - Submittal Conditions

QUESTION SUBMITTAL DEADLINE: 2:00 PM on Monday, August 10, 2020

ADDENDUM to RESPOND to any QUESTIONS will be posted by: 9:am on Monday, August 17, 2020

BID SUBMITTAL DEADLINE / BID OPENING: 9:00 am on Friday, August 28, 2020

ATTENTION: *Registered Contractors*

The City of Alexandria's *Community Development (CmDv)* Department is soliciting bids for the purpose of entering into a *Abatement Services Contract* to demolish abandoned, residential and commercial buildings. Submittal conditions shall be:

1. All SEALED BID PROPOSALS must be delivered to the address in the letterhead above by the deadline specified on the OUTSIDE FRONT of the envelope. Packages without this information will be considered non-responsive, will not be opened and will be immediately rejected.
2. **Due to the COVID-19 pandemic, proposals will be accepted via email or fax, in addition to physical delivery.** No call-in bids will be accepted.
3. Any bid submitted must be on the Bid Proposal Price sheet(s) (Attachment #5) and signed by the Contractor or authorized party or will be considered non-responsive and will be rejected.
4. The following information is required on EACH bid proposal sheet submitted: Company Name, Date, Street Address, Mailing Address, Telephone Number, DUNS Number and Contractor Authorized Signature. Any proposal without this information will be considered non-responsive and will be immediately rejected.
5. All bids shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212.A.1.c.i.
6. Conditional proposals, or those which take exception to the specifications, will be considered non-responsive and will be rejected.
7. Bidders are responsible for reading all parts of the *CmDv Abatement Services Bid Packet*. The terms applicable to the bid award and contract are defined in this entire packet and may affect bid proposal pricing.
8. Contractors shall be responsible to verify if any *Addendums* have been posted to the original bid specification at www.cityofalexandriala.com/rfp and factor pricing accordingly. Any questions must be submitted as defined in *Addendums*.

We appreciate your interest in working with Community Development on this federally funded program to improve the property standards within our community!



Attachment #1

Jeffrey W. Hall
Mayor



CmDv RFP for Abatement Contractor Services Proposal Packet - General Conditions

The City of Alexandria's *Community Development Department (CmDv)* is soliciting proposals from interested parties to provide Abatement Contractor Services within the City limits of Alexandria, Louisiana, in accordance with the terms, conditions, and specifications contained in the entire *CmDv Abatement Contractor Services Bid Packet*. These services include and incorporate the Abatement and disposal of asbestos containing materials in residential and/or commercial structures, that shall be referred to a *Nuisance Abatement Abatements*.

1. All words within the entire *CmDv Abatement Contractor Services Bid Packet* that are shown in *italics* are defined in Attachment #4. The definitions shall be reviewed by the Contractor for more information and understanding of the intent of the word and/or phrase. These definitions are specific only to this particular bid packet.
2. *CmDv* has a limited amount of funds to spend on Abatement Contractor Services annually. All properly submitted bids will be opened and bid will be awarded to the lowest, responsive, responsible bidder. The City reserves the right to reject bids.
 - a. Work Orders will be assigned per address where services are to be performed.
 - b. *Payment* for each *Abatement Work Order Assignment* may be paid with either City general funds or *HUD* federal funds based on the availability of money each fiscal year. The funding source will be noted on each *Work Order Assignment*, however, this is subject to change during the course of the project with no impact to the Contractor.
3. Bid proposals must be submitted on the Bid Proposal Price Sheet (Attachment #5) provided. Proposals are subject to all conditions listed in Submittal Conditions (Attachment #1). All bid prices shall include any and all material, labor, equipment, disposal, fuel, tax and freight charges.
4. Prior to contract award, the Contractor must hold an active *CmDv Contractor Registration*. This includes application, required licenses, required insurances, and required documentation acknowledgements. See Attachment #4 for information.
5. It is the bidder's responsibility to read and evaluate the work to be performed, in accordance with the entire *CmDv Abatement Contractor Services Bid Packet* and, if necessary, ask questions for clarification by date noted on Submittal Conditions (Attachment #1). Any oversight or underestimation on the bidder's part shall not exempt them from the terms of the specifications and/or contract or justify a change order.
 - a. If applicable, an *Addendum(s)* may be posted to inform Contractors of response to the questions, clarifications and/or changes to the published *CmDv Abatement Contractor Services Bid Packet*.
6. In the event that a structure is to be removed as expeditiously as possible, in compliance with an *Emergency Razed Order*, Attachment #5 allows for a one time additional Expedited fee for the Abatement Contractor Services to perform within an expedited time frame rather than normal permit timeframe allowances. However, in no instance shall work be ordered prior to the issuance of the *LDEQ ADVF*.
7. Participating bid Contractors can expect to receive a copy of the *Bid Tabulations Sheet Notification*, via email, within fifteen (15) business days after bid opening to identify the awarded bidder. The notice shall also include a contract signing date for awarded Contractors.



8. The City reserves the right to accept or reject any and/or all proposals for any and/or all services covered in this bid request or defects in bid, to negotiate with all qualified bidders, or to cancel in part or in its entirety this proposal as it deems in the best interest of the City. The City also reserves the right to reject a Contractor's bid for *cause*. Contractors not selected will be notified in writing by the City. The City reserves the right to revise any part of the RFP by issuing an addendum at any time prior to the submission deadline. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to accept or reject, in whole or part, all responses submitted and/or cancel this announcement if it is determined to be in the City's best interest. All materials submitted in this response become the property of the City and selection or rejection of a submittal does not affect this right. The City also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFP.
9. Pursuant to LA R.S. 38:2212.A.1.b, the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
10. In case of a mathematical discrepancy, the individual unit price numerically written on the Price Proposal Sheet shall supersede any other pricing references.
11. All erasures or corrections on the bid form must be initialed by the Contractor and the City of Alexandria may rely on the apparent authority represented by the initials.
12. Pursuant to LA R.S. 38:2212.1C.2, any manufacturer's preference provided is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type and grade unless otherwise specified.
13. Whenever quantities or usages are provided by work descriptions, these quantities are estimates only. No guarantee or warranty is given or implied by the City of Alexandria as to the total amount that may or may not be required to complete the work. These estimated numbers shall be used to calculate total lowest bid price for award.
14. Contractor shall furnish all labor, materials, fuel, machinery and equipment necessary to accomplish all of the work required by the entire *CmDv Abatement Contractor Services Bid Packet*. Labor shall be performed by skilled, competent craftsmen.
15. The City Inspector shall have the right to have personnel removed from the job who are not performing their services in a workmanlike manner, violating the terms of the bid packet, laws and/or City ordinances.
16. Contractor agrees to provide a drug free workplace which prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace. Contractor or any of their workers or subcontractors will be prohibited from smoking inside an occupied residence.
17. The successful bidder shall be awarded based on their lowest responsible, responsive total price for the entire scope of work defined by unit prices and estimated quantities on the Price Proposal Sheet. A *Bid Tabulation Sheet* shall be provided to all participating bidders.
18. Any bid price submitted must be honored by the Contractor for ninety (90) calendar days after the bid opening date. This is to provide a pool of alternate bid prices for a *secondary / subsequent award* consideration.
19. The Contractor may elect to request a *Bid Withdrawal*.
20. A written *Abatement Contractor Services Contract* shall be executed within forty-five (45) calendar days from the date of bid opening.

21. Any *new Contractor* awarded a bid proposal for the first time through *CmDv* may be required to successfully complete a minimum of two (2) projects or more prior to signing additional contracts, in the event they are awarded multiple addresses.
22. Should an awarded bidder fail to execute an *Abatement Contractor Services Contract* or satisfactorily complete a project, award be withdrawn, and/or a contract be terminated, a *secondary / subsequent award* may be implemented.
23. The *CDA Abatement Permit* shall serve as the Notice to Proceed. The Contractor shall procure all permits and licenses under federal, state and local laws, pay all charges and fees.
24. As a condition of the *CDA Abatement Permit*, *inspections* shall be required. The City of Alexandria reserves the right to inspect any and all permits, licenses and work at any time prior to or during the construction process.
25. A *contract termination* may occur for various reasons. The City may also take action to *debar* an awarded Contractor for various reasons.
26. The Contractor, by the execution of the *Abatement Contractor Services Contract*, shall in no way be relieved of any obligation under it, due to their failure to receive or examine any form of legal instrument. *CmDv* will be justified in rejecting any claims based on "Conditions", latent or otherwise.
27. The City shall make a one-time *payment* to the Contractor for 100% of each *Abatement Work Order Assignment* amount due within thirty (30) calendar days of receipt of all requisite documentation.
28. All invoices must be submitted for payment within ten (10) business days of the completion of work and/or issuance of the *Certificate of Completion*. Furthermore, there are two critical dates for work to be completed in order for the submittal of invoices to *CmDv* for payment to comply with City funding requirements.
 - a. For any contract awarded with *HUD CDBG* funds, in no instance can the Contractor submit invoices after February 10th of any calendar year without express permission from the *CmDv* Administrator.
 - b. For any contract awarded with City General funds, in no instance can the Contractor submit invoices after April 10th of any calendar year without express permission from the *CmDv* Administrator.
 - c. In the event that *Abatement* work is not completed and the invoice is not submitted before the deadlines noted, *CmDv* reserves the right to terminate the contract and make a *secondary / subsequent award*. The City may also take action to *debar* an awarded Contractor for failure to perform.
29. The Contractor and City shall agree that should any dispute arise, a final *dispute resolution*, will be rendered by *CmDv* Administrator.
30. Contractor will be required to retain all records related to work performed under the *Abatement Contractor Services Contract* for a period of five (5) years and shall make such records available for inspection, examination, excerpts, and transcriptions to the City, *HUD*, the Comptroller General, or their duly authorized representatives.
31. The Contractor shall exercise proper precaution at all times from the protection of persons and property and shall be responsible for all damages to persons for property, either on or off the site, which occur as a result of his prosecution. Codes shall be observed. Contractor shall take additional safety and health measures as deemed reasonably necessary by *CmDv*. Machinery, equipment, and all hazards shall be managed in accordance with safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
32. The Contractor shall comply with all Federal, State and local laws, ordinances and regulations affecting the *Abatement* of the buildings, as well as hauling and disposal of materials, and shall defend, indemnify, and hold harmless, the City and its representatives against any claim or liability arising from violation of any such law, ordinance or regulation. Contractor is responsible to account for these conditions in the bid proposal price submitted.

33. The Contractor shall protect and defend, at Contractor's expense, and indemnify and hold harmless, the City and its representatives, officers, agents, and employees from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensees of Contractor.
34. The Contractor shall be advised that no member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of any possible bid award or to any benefit to arise from the same.
35. The Contractor shall be advised that no member, officer, or employee of the Local Public Body, or its designees or agents, non-member of the governing body of the locality in which the (Program, Project, or Similar) is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the (Program, Project or Similar) during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed in connection with the (Program, Project, etc).
36. By submitting and signing the Bid Proposal Price Sheet, Attachment #5, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance act of 1974, Title IX of the Education Amendments of 1972, the age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.



CmDv RFP for Abatement Contractor Services Proposal Packet - Scope of Work

Section I – Scope of Work: The Abatement Contractor will be expected to remove of asbestos containing materials (ACM) and perform all related tasks from the list below per address based on the provided Asbestos Survey Testing Report. CmDv will provide Asbestos Survey Testing Report, provided by others, to identify asbestos containing materials for removal and disposal. Each line item task below assumes that the Contractor shall furnish all material, labor, equipment, tools, machines, insurances, notifications, etc. for:

1. WET ALL ABATEMENT ACTIVITY: physically wet all demolition activity during the entire process to minimize dust. See Air Quality regulation at LAC 33:III.1305 for use of water for control of dust. Equipment, labor, apparatuses, connections and water source shall be provided by the Contractor.
2. ABATEMENT: abatement, demolition and disposal of hazardous materials shall be in compliance with NESHAP regulations, as well as Federal, State and local regulations.
3. REMOVE and DISPOSE OF ASBESTOS: asbestos containing materials (ACM) identified in the structure, such as flooring, piping, tile / mastic, sheetrock texture / joint compound, sheet vinyl flooring, window caulking, chalk board mastic, roof parapet, transite roofing or siding, and any other hazards specified in the attached *Asbestos Survey Testing Report*. This price should consider *normal* debris removal of house contents, garbage and/or vegetation.
 - a. All demolition debris shall be dumped at a commercial dump facility as required by the classification of the debris. Weigh/dump tickets shall be submitted to CmDv with invoices for *payment*, as documentation of legal disposal prior to receiving payment. This may be subject to an audit by the City of Alexandria, LDEQ and/or HUD.
4. RACM - REMOVE and DISPOSE OF ENTIRE STRUCTURE: in the event that *Asbestos Testing Survey Report* was inconclusive due to the inability to enter the structure in fear of collapse, deemed unsafe for abatement or other acceptable reason, the identification page for the property shall be noted to treat the structure as "RACM Demo". This shall be in compliance with NYS DOL ICR 11.5 "Controlled Demolition with Asbestos in Place". This means that the Abatement Contractor shall abate, remove and dispose of the entire structure / debris as regulated ACM in conjunction with a Demolition Contractor identified by CmDv. Transportation off-site of the removed regulated ACM shall go to an approved disposal facility.
 - a. All RACM work may need to be coordinated with a Demolition Contractor from CmDv's rotating Contractor list. The Demolition Contractor will be identified on the Abatement Contractors *Work Order Assignment Form* and vice-versa prior to the start of work. Payment to the Demolition Contractor shall be made directly by CmDv.
 - b. Both the Demolition and Abatement Contractor will be informed as to whether or not an existing concrete slab can be left in place or will need to be removed. In the event the slab is to remain, the Abatement Contractor must remove any asbestos containing tile, mastic or hazardous material off of the slab surface.
8. PARTY WALL ASBESTOS REMOVAL: in the event that the site address structure shares a common or party wall with an adjacent building or unit, it shall be the responsibility of the Abatement Contractor to ensure that no damage to the common or party wall occurs during demolition. Any damage that occurs as a result of the removal of ACM will be the responsibility of the Contractor and shall be fixed at the Contractor's expense. The face of the common or party walls remaining after abatement and/or demolition shall be rendered weather-tight and secure in a manner acceptable to CmDv.



9. EXCESSIVE DEBRIS REMOVAL: The Contractor shall be required to notify the City's Inspector prior to starting any work that an additional hourly rate charge for excessive debris removal is necessary for a specific scope of work and the Inspector must agree. If this is not already included on the *Work Order Assignment Form*, the Contractor and Inspector must then revise the *Work Order Assignment Form* with pricing for the same for approval. Written approval from CmDv Administrator for the work and pricing, if added in the field, and must be received by the Contractor prior to the start of any work. Some examples of excessive debris removal charge could be:
 - a. excessive amounts of walls, floors, ceilings and/or roofs must be cut to access piping;
 - b. roof has an extreme pitch, anything over 10 on 12 pitch, and/or the overall height of the roof above grade is excessive to access shingles;
 - c. removal and disposal of excessive garbage, appliances, house contents, vines, bushes or similar materials necessary to access the area where work is to be performed.
 - i. If tree removal is required on a RACM location, that scope of work will be performed by the Demolition Contractor.
 - d. Proven, substantial increase (more than 25%) for landfill disposal fees.
10. TEN (10) DAY EXPEDITED ADDITIONAL FEE: Expedited situation must be declared by the City official, when the Contractor is required to commence work within ten (10) calendar days of written notification or as soon as the *LDEQ ADVF* is issued. All associated abatement and demolition debris must be removed within ten (10) calendar days from the issuance of the CDA Demolition Permit. This is a one-time flat fee that is added to the overall Work Order price and shall be added to the Work Order Assignment Form.
11. MOBILIZATION / DEMOBILIZATION CHARGES: one charge for both is allowed as a single line item. CmDv will generally plan several Work Orders will be assigned within one timeframe (for example: within one week) so that there is only one mobilization / demobilization charge to and from Alexandria for all jobs completed within that timeframe. Additionally, there could be an instance where only one Work Order is assigned and a turn-around mobilization / demobilization fee could need to be applied. In the event a job lapses two consecutive weeks, the return trip on Monday will not be considered an additional mobilization / demobilization fee.
12. PER DIEM RATE: in the event that several abatement location Work Order Assignments are sent to be completed within the same week timeframe that would require multiple days and overnight stay for the Abatement Contractor / crew, a per diem rate may be added for meals, hotels, etc.

Section 2 – Paperwork Required: The Abatement Contractor will be expected to document and provide the following documentation to CmDv:

1. AAC-2 FORMS COMPLETED: provide the completed appropriate AAC-2 form to CmDv to authorize the issuance of the *CDA Abatement Permit* and may be subject to an audit by the City of Alexandria, *LDEQ* and/or *HUD*. *LDEQ AAC-2* forms, either (a) or (b) as inserted at the end of the *Asbestos Survey Testing Report*, shall be required to be completed and submitted by the Contractor to *LDEQ* at least ten (10) business days prior to commencement of the abatement activities. The *CDA Abatement Permit*, however, will not be issued until the *LDEQ ADVF* form is issued or the ten (10) business day review period has expired.
 - a. AAC-2 (a) form – “Notification of Demolition and Renovation and Asbestos Contaminated Debris Activity Form”. See the form for specific details.
 - b. AAC-2 (b) form – “Asbestos Negative Declaration, Demolition Notification Form”. See the form for specific details.
 - c. *LDEQ* requires that when any property is ordered for demolition by a municipality, the awarded Contractor must submit a copy of the Condemnation Order Resolution authorized by City Council, with the AAC-2 form for review by *LDEQ*. This Resolution shall be attached to the *Work Order Assignment Form* for the Contractor's use and submittal.

2. ADVF ISSUED and SOLID WASTE TRANSPORTER #: Asbestos Disposal Verification Form (ADVF) shall be sent to LDEQ then issued an ADVF, if required, to transport and haul any type of solid waste in the State of Louisiana (LAC 33:VII), whether it is regulated by LESHAP / NESHAP or not. This information must also be included on the AAC-2 form, as applicable. Contact LDEQ Permit Support Services Divisions, Notifications and Accreditations Section at 225-219-1665 to apply for a SW transporter #.
3. DUMP TICKETS: provide receipts / weigh / dump tickets certifying disposal of materials at a legal landfill, certified hazardous waste site or recycling center, where applicable. Receipts must be submitted to CmDv with invoice for payment and may be subject to an audit by the City of Alexandria, LDEQ and/or HUD. Contractor shall provide the appropriate landfill information on the AAC-2 form and disposal of demolition debris as required by Federal and State law.
 - a. RACM must be disposed in a Type 1 or 2 solid waste permitted landfill that also has recognition in accordance with the Louisiana Air Quality regulations, in particular, LAC 33:III.5151.N. In addition, Category I and/or II ACM that becomes RACM during the demolition process, is subject to these same requirements.
 - b. Construction and demolition (C&D) debris that is not RACM may be disposed in a Construction and Demolition debris landfill that has a plan approved by the Solid Waste Section of the LDEQ Waste Permits Division to accept such waste.
 - i. Per 2009 LESHAP and Solid Waste Disposal Guidance, LDEQ encourages the intact removal of transite siding and asbestos shingles prior to demolition to reduce hazards and allow disposal at C&D debris sites.
 - ii. Contractor must notify the landfill prior to arrival at a C&D landfill that transite siding or roofing is coming so that accommodations can be made at the landfill prior to arrival.

Section 3 - Criteria: Abatement services to be performed by the Contractor shall include:

1. RFP Bid Packet is intended to hire services abate hazards on the City's *Nuisance Abatement Demolitions* projects. Either *method* must be executed to be in full compliance with all local, state and federal regulations. The addresses within the Work Order Assignments will cover residential or commercial structures to be handled as:
 - a. NESHAP exempted structures: The City shall specify if the structure qualifies to be abated under *NESHAP exemption*, 40 CFR §61.141(1995), 60 Fed. Reg. 38725, 38726 (July 28, 1995)(to be codified at 7 CFR. 61.141), and LAC 33:III.5151(2019). Even though the structure may be exempted, CmDv may specify asbestos containing materials to be removed prior to the actual demolition. The City will document the following:
 - i. A pre-abatement checklist of the following:
 1. Air Quality per LAC 33:III.1305: Use of water for control of dust;
 2. Solid Waste per LAC 33:VII.115: Waste segregation and disposal plan for proper disposition of wastes associated with demolition;
 - ii. Disposal of NESHAP Exempt structures is allowed as Construction and Demolition (C&D) debris, is not considered RACM and may be disposed in a Construction and Demolition debris landfill that has a plan approved by the Solid Waste Section of the LDEQ Waste Permits Division to accept such waste.
 1. Weigh/dump tickets shall be submitted to CmDv with invoices for *payment*, as documentation of legal disposal prior to receiving payment.
 - b. NESHAP Regulated structures: as applicable, abatement, removal and legal disposal of hazardous materials shall be identified in the *Asbestos Survey Testing Reports* provided with each *Work Order Assignment Form* at no expense to the Abatement Contractor.
 - i. The appropriate AAC-2 form must be completed by the Contractor and/or the Abatement Contractor, if applicable.

- ii. Air monitoring is recommended but not required. Any air monitoring performed must be by a Louisiana accredited contractor/supervisor and analyzed using PCM in accordance with the National Institute for Occupational Safety and Health's (NIOSH) 7400 Analytical Method by persons with NIOSH 582 equivalent training and proficient per an American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) Program.
 - iii. In the event that *Asbestos Testing Survey Reports* are incomplete or inconclusive at the time testing due to the inability to enter the structure in fear of collapse or other acceptable reason, the Work Order Assignment Form may request the abatement to be performed as *RACM Demo*.
 - iv. It is the Contractors responsibility to read each report and comply with all Federal, State and local requirements for compliance with hiring, handling, abatement and disposal of hazardous materials and workers exposed to the same.
 - 1. Any services required by a Demolition Contractor must be coordinated with CmDv's rotating list of Demolition Contractors at the time the Work Order Assignment Form is executed.
2. *CmDv* has secured the disconnection of all utilities to the structure prior to the issuance of the *CDA Abatement Permit*. All City taps are to remain, unless already removed by the City. Should a Contractor begin work and notice that utilities are not connected, the Contractor must notify *CmDv* as soon as possible so a City crew can be sent out to disconnect. The following requests for the disconnection of services through the City's Utility Division were as listed below.
 - a. Electric (318-473-1354) – pull meter; cut down and remove overhead (OH) services; underground (UG) services should be disconnected and cut wire at ground level.
 - b. Gas (318-441-6137) – pull meter and riser; shut off at the curb stop and disconnect service from curb stop.
 - c. Water (318-441-6217) – pull meter; shut off at the corporation stop and disconnect service from corporation stop.
 - d. Wastewater (318-441-6247) – no action required.
 3. In the event that the structure is demolished illegally, without permits or knowledge by *CmDv*, or by fire or natural disaster, the *Work Order Assignment Form* may be withdrawn and/or *terminated* by *CmDv* and there shall be no commitment of payment. *CmDv* will make every effort to verify the existence of the structure prior to *Work Order Assignment Form* signing and again prior to *CDA Abatement Permit* issuance.
 4. A CDA Site Preconference *inspection* is required before any work is started. At this meeting the Abatement Contractor, or its representative, shall be responsible to meet with the City's Inspector to sign the Work Order Assignment Form and review any possible need for Change Orders.
 5. No work, abatement or demolition, at any designated site shall begin until the Contractor has received a *CDA Abatement Permit / Notice to Proceed* from the City and the CDA Site Preconference *inspection* has been completed by the Inspector and Contractor.
 - a. Any abatement work required by the *Asbestos Testing Survey Report* must be completed and pass the CDA Abatement *inspection* prior to the issuance of a Certificate of Completion and the start of demolition activity.
 6. In either method described in Section #2 above, all demolition debris shall be dumped at a commercial dump facility as required by the classification of the debris. Weigh/dump tickets shall be submitted to *CmDv* with invoices for *payment*, as documentation of legal disposal prior to receiving payment. This may be subject to an audit by the City of Alexandria, *LDEQ* and/or *HUD*.
 7. A Solid Waste Transporter # is required to transport any type of solid waste in the State of Louisiana (LAC 33:VII), whether it is regulated by LESHAP / NESHAP or not. This information must also be included on the AAC-2 form, as applicable. This includes demolition debris and asbestos material. Contact *LDEQ* Permit Support Services Divisions, Notifications and Accreditations Section at 225-219-1665 to apply for a SW transporter #.

8. Generally, no change orders are allowed. Only in circumstances where work items could not be determined until the course of work had begun or if there is work that was not previously defined in the original scope of work but necessary for operation, may be considered. See Attachment #4 for more information.
9. Contractor shall be responsible to notify 811 at least 48 hours prior to any digging operations. In cases of emergency or expedited demolition projects, the Contractor shall request urgency and timeline to 811.
10. Contractor shall take whatever steps necessary to monitor the site and public street for rubbish and/or debris resulting from asbestos abatement work during the entire process and/or upon the completion of work, leaving the site acceptable to CmDv. This shall also include the proper disposal of those same materials.
11. Contractor shall provide properly trained and certified personnel as required by regulations. All hazardous materials identified must be removed by properly trained and certified personnel.
12. Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name or the rental company name, if applicable.
13. Contractor shall have a qualified foreman on site at all times who is authorized to act on behalf of Contractor and capable of making on-site decisions.
14. Contractor shall maintain safe working conditions by installing, operating, maintaining and protecting the project in a manner that will be safe, non-hazardous, sanitary and protective of persons and property. The Contractor shall provide all necessary barricades, signs and take all necessary precautions to protect buildings, property, personnel and the public.
15. Contractor agrees to provide a drug free workplace which prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace. Contractor or any of their workers or subcontractors will be prohibited from smoking inside an occupied residence.
16. Contractor must execute daily cleaning procedures to ensure that buildings, grounds and public properties are maintained free from accumulations of waste materials and rubbish, and shall promptly remove and dispose of all debris that may be a result of services. Flammable material must be removed from the subject property location daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of the City of Alexandria and the general public.
17. Contractor shall also be responsible to keep all dirt, mud, water, etc out of City streets and off the City sidewalk at all times. In the event the incident does occur, the Contractor shall be responsible to clean the same within two (2) hours.
18. During the demolition process, in the event there is an unauthorized discharge that causes an emergency condition, the discharger shall follow all procedures required in the Louisiana Administrative Code, Title 33, Part I, Subpart 2, Chapter 39 (LAC 33:I Ch39). The Contractor and/or their subcontractors may elect to maintain Pollution and Accidental Spill Coverage.
19. Contractor shall keep all equipment and vehicles out of the City street and off the City sidewalk in effort to maximize the passage of traffic and street parking for neighboring residents. Contractor shall coordinate any traffic needs with the City of Alexandria Traffic Department (318-441-6126) and/or the LaDOTD.
20. Contractor will remove all tools and equipment immediately after the completion of work.
21. Contractor shall notify the CmDv of the presence of any asbestos, underground petroleum fuel tanks, hazardous type materials and/or other conditions found in the structures and/or on the property that was not cited in the Asbestos Survey Testing Report. This notification may trigger justification for a change order. The Contractor shall also be required to handle and abate those materials in accordance with Federal, State and local laws.
22. Any materials and/or equipment left on the site are the responsibility of the Contractor. Any loss of materials or

- equipment due to theft, vandalism, etc. shall be the total responsibility of the Contractor.
23. Salvage rights belong to Demolition Contractor. It is the Demolition Contractors discretion to allow the owner or other parties the salvage of any materials left on the property.
 24. Any damage caused by Contractor to public or private property shall be remedied by the Contractor, at Contractor's cost to the satisfaction of the City. Notification of CmDv is required. Repairs to public property shall be in accordance with current City standards, for example, cracked or broken curbs or concrete panels, must be saw cut and squared off prior to new concrete installation. Contact the City Engineering Department (318-473-1173) for more details.
 25. The Contractor shall notify the City of Alexandria Construction Development Permit Tech at (318) 441-6333 to schedule inspection(s) deemed necessary on the *CDA Abatement Permit*, a minimum of 24 hours in advance.
 26. The Contractor shall be responsible to comply with notification and inspection requirements required by *LDEQ*.
 27. The Contractor shall indemnify the City of Alexandria and its representatives against all claims arising from injuries to persons or damages to property due to neglect by the contractor.
 28. Time is of the essence in the performance of the abatement services and securing of structures. Failure of the Contractor to perform as described, or not complete all activities as required and provided herein, may result in the assessment of liquidated damages of \$500 per day.
 29. The Contractor shall comply with all Federal, State and local laws, ordinances and regulations affecting the abatement and demolition of the buildings. This shall also include all regulations for OSHA, NESHAP, LDEQ, HUD, Clean Air Act, etc.



CmDv RFP for Abatement Contractor Services Proposal Packet - Definitions

Words and phrases, referenced by *italics*, in this bid packet are defined below for reference.

ADDENDUM: a written summary offering clarification and/or changes to the existing, published *CmDv Abatement Services Bid Packet*. An *Addendum*, if applicable, may be published after the question / clarification submittal deadline noted on Attachment #1.

- a. If applicable, an *Addendum* will be posted, at the same location as the original bid advertisement on the City's website, for clarification to all potential bidders a minimum of four (4) business days before bid opening / on the Monday of the same week of the bid opening.
- b. It is the Contractor's responsibility to verify the publication of the same.
- c. Also see definitions for *CmDv Abatement Contractor Services Bid Packet*.

ASBESTOS CONTAINING MATERIALS (ACM): NESHAP regulations for asbestos apply to certain demolition and renovation projects in facilities containing Asbestos Containing Materials (ACM) and/or assumed ACM. NESHAP rule usually requires that all friable ACM and some categories of non-friable ACM be removed before a building is demolished, and may require localized removal before or as part of a renovation. For renovation projects where friable ACM will be disturbed, the NESHAP rule may require appropriate work practices or procedures for the control of emissions. Asbestos containing materials (ACM) are present that must be properly abated based on the *LDEQ* threshold standards. The current state of these materials may not be considered *RACM* and if handled properly, may be removed / abated / treated as such, prior to demolition. Any *ACM*, however, does have the potential to become *RACM*, if not handled properly. There are also Categories I and/or II non-friable *ACM*. Dumping at specific landfill requirements apply.

- a. Friable asbestos-containing material: any material containing more than one (1) percent asbestos that when dry, can be crumbled, pulverized or reduced to powder by hand pressure.
- b. Category I non-friable asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one (1) percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- c. Category II non-friable asbestos-containing material: any material excluding Category I non-friable ACM, containing more than one (1) percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- d. Regulated asbestos-containing material (RACM):
 - i. Friable ACM
 - ii. Category I non-friable ACM that has become friable
 - iii. Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading
 - iv. Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the materials in the course of demolition or renovation operations regulated by NESHAP.

According to NESHAP, ACM does not need to be removed before demolition if:

- a. It is Category I non-friable ACM that is in good condition and is not made friable
- b. It is on a facility component that is enclosed in concrete or other similarly hard material and will be kept adequately wet whenever exposed during demolition activities.



- c. It was discovered after demolition began, and as a result, cannot be safely removed. If not removed, the material must be kept wet until disposal.
- d. It is Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

ASBESTOS TESTING SURVEY REPORT: According to the National Environmental Standards for Hazardous Air Pollutants (NESHAP) and the LDEQ, buildings scheduled for demolition by a municipality that are not NESHAP exempted, may be required to be tested for asbestos by an accredited LDEQ Asbestos Testing Inspector. This report provides details related to ACM and/or RACM present in the structure, along with a recommendation for handling their removal / abatement through an AAC-2 form.

- a. In this bid advertisement, non-exempted properties shall have an *Asbestos Testing Survey Report* performed by Terracon Consultants, Inc located at 3007 Knight Street, Suite 101, Shreveport, Louisiana 71105. Contact information is 318-868-6849 and/or www.terracon.com.
- b. The appropriate AAC-2 form has been prepared for the Contractor, by Terracon, to complete and submit to LDEQ and CmDv. These provided forms must be used and not substituted with other forms as they contain pertinent information to the *Asbestos Testing Survey Report*, unless the form is found to be in error by the Contractor.
 - i. In the event that an AAC-2(b) form is provided, the Contractor may elect to handle the removal of ACM in a different manner than defined in the attached AAC-2(b) which may cause the need for an AAC-2(a) form instead. The Contractor shall be required to notice CmDv of the same prior to the start of work.
- c. A copy of each *Asbestos Testing Survey Report* is attached in Subject Property Identification (Attachment #7).
- d. A copy of the ADVF form issued by LDEQ shall be submitted to CmDv and required for the issuance of the *CDA Demolition Permit*. See Attachment #5 for Asbestos Summary, Guidelines and Best Practices Guide.
- e. All bids submitted shall include all costs associated for the asbestos removal.

BID TABULATION SHEET NOTIFICATION: Notification will be provided to all participating bidders of the lowest responsible, responsive unit prices submitted by each participating bidders. A *Bid Tabulation Sheet* shall be provided to all participating bidders via email within fifteen (15) business days of bid opening. Requests for the *Bid Tabulation Sheet* can be made through a Public Records Request by any other party that did not submit a bid.

BID WITHDRAWAL: Any bid price submitted must be honored by the Contractor for ninety (90) calendar days after the bid opening date. In the event a Contractor, who was initially not awarded a bid on a specific property, wishes to withdraw that particular bid submittal, they must document the request in writing to the CmDv Administrator.

- a. A Contractor's written request to withdraw a bid submittal shall be reviewed and responded to in writing by CmDv within five (5) business days of receipt.
- b. If a Contractor is approved / accepted by CmDv to withdraw a bid submittal, the Contractor would not be able to participate in any *secondary / subsequent award* bid processes for that particular property within the ninety (90) calendar days from the date of initial bid opening, in the event that the project must be re-advertised for public bid. See definition for *secondary / subsequent award*.

CAUSE: justified reason. If a *contract* is terminated for "cause" or bid awards are withdrawn for "cause", CmDv shall provide written notification stating the reasons within thirty (30) calendar days. Contractors who have been cited with reasons for *cause*, may be removed for an "*in good standing status*" and may be *debarred*. Proper allowance shall be made for circumstances beyond the control of the Contractor. *Cause* may be any of the following reasons but not limited to:

- a. Failure to follow procedures / requirements defined in the bid packet and/or *Abatement Contractor Services Contract*;
- b. Failure to secure *CDA Demolition Permit* before starting work;
- c. Failure to properly wet any demolition activity during the act of demolition to reduce dust;
- d. Failure to coordinate air monitoring services for NESHAP exempted structures prior to performing work;
- e. Failure to properly abate materials prior to the act of demolition;
- f. Failure to legally dispose of demolition debris and materials;
- g. Failure to call for inspections as noted on the *CDA Demolition Permit*;

- f. Failure to complete work within the time specified on the *CDA Demolition Permit*;
- g. Failure to complete tasks with good workmanship practices;
- h. Failure to clean and grade the site properly;
- i. Failure to complete demolition work and/or submit invoices timely as prescribed;
- j. Failure to provide required insurances, forms and/or documentation to *CmDv* or *LDEQ*;
- k. Failure to correct complaints / inspection failures within the allocated time period;
- l. Any event that is determined as *cause* for a *Abatement Contractor Services Contract* to be terminated by the City or for bid awards to be withdrawn.

CDA ABATEMENT PERMIT: The Contractor shall secure a *CDA Abatement Permit* from *CmDv*, at no cost to the Contractor, prior to the start of any work, to give notice for the lawful removal of hazardous materials in *Nuisance Abatement Demolition* projects. The Contractor shall not begin removal of asbestos until a *CDA Abatement Permit* has been secured. The *CDA Abatement Permit* will be issued for signature after all required paperwork is submitted to and approved by *CmDv* via physical delivery or email. The *CDA Abatement Permit* shall act as the Notice to Proceed. *CDA Abatement Permits* issued by *CmDv* are valid for a maximum of fifteen (15) calendar days from the date of issuance. Within that time, all work must be complete and pass all required *inspections*. Submittal requirements for the issuance of a *CDA Abatement Permit* shall be:

- a. Fully executed *Work Order Assignment Form* confirming pricing;
- b. Completed AAC-2 forms, as applicable;
- c. Expiration of the ten (10) business day review period of the AAC-2 forms by *LDEQ*, as applicable;
- d. ADVF form issued by *LDEQ* if an AAC-2(a) form is required, as applicable.

No rain days or holidays will be allowed to extend the permit expiration date. Any valid requests for permit extensions shall be submitted in writing for consideration / permission from the *CmDv* Administrator. A maximum of up to two (2) thirty day extensions may be authorized, however, the determining factor will be *CmDv*'s schedule for spending the money and/or completing a project. This would provide the Contractor with up to a total of ninety (90) calendar days to complete the work and pass required inspections is allowed. This request for extension shall not apply to Emergency or Expedited types of work orders.

CDBG CODE ENFORCEMENT AND DEMOLITION PROGRAM POLICY GUIDELINES: *CmDv* is required by the City of Alexandria and *HUD* to establish the guidelines for the Code Enforcement and Demolition Programs that they manage. These guidelines were adopted by City Council via Ordinance to establish a clear and consistent method, expectation and enforcement of how the programs are to be executed from start to finish. This document is a pre-cursor to the *CmDv Abatement Contractor Services Bid Packet* and the *Abatement Contractor Services Contract*. An electronic copy of this document is available for free download at www.cityofalexandria.com/community-development.

CERTIFICATE OF COMPLETION: Legal instrument issued by the City Building Official, or their designee, after all work is completed and all required *inspections* are satisfactorily passed. The *Certificate of Completion* is provided to the Contractor after the inspection and must be issued prior to the request for *payment* by the Contractor.

CHANGE ORDER: *Change orders* shall be considered on a case by case basis and will only be considered for unforeseen conditions disclosed during the course of work and which are necessary to complete the defined scope of work. Any *change order* request must be submitted by the Contractor in writing to the *CmDv* Administrator. The *change order* must specify the scope of work to be performed and a price for the same. The City Inspector must deem the requested change permissible and necessary. In the event that *CmDv* initiates the reason for the *change order*, the scope of work will be defined in writing to the Contractor for pricing request.

- a. Should the scope of work be altered by a *change order*, whether increased or decreased from the original scope, the dollar amount of the *change order* must be reasonable and substantiated by the Contractor, whether as an additional amount due to the Contractor or as a credit due to the City, along with an itemization of all work hours, equipment, materials and associated expenses. Final payment will be reflected accordingly.
- b. The scope of work and/or dollar amount of the *change order* may also be accepted, negotiated, or rejected by *CmDv* Administrator and/or the Contractor. In the event that a *Change Order* is rejected by either party, the *Work Order Assignment Form* may be terminated and the entire scope of work modified and advertised for public bid.

- c. Any change order for work performed without written approval first will not be paid and may be at the expense of the Contractor.
- d. Any change order requests must be in writing and contain a sufficient explanation documenting the necessity for issuing the change order and the amount requested for the same.

Some examples of a Change Order could be:

- a. excessive amounts of walls, floors, ceilings and/or roofs must be cut to access piping;
- b. roof has an extreme pitch, anything over 10 on 12 pitch, and/or the overall height of the roof above grade is excessive to access shingles;
- c. removal and disposal of excess garbage, appliances, house contents, vines, bushes or similar materials necessary to access the area where work is to be performed.
 - i. Trees that must be removed shall be saw cut at the tree base as close to the ground surface and/or root flare as possible but no more than a maximum of two (2) feet above grade. Stump grinding is not required.
 - ii. Incidental flower beds and bushes can also be removed to grade level, as needed, in the course of work.
- d. Proven, substantial increase for landfill disposal fees.

CMDV ABATEMENT CONTRACTOR SERVICES BID PACKET: The bid packet references all documents necessary to compile and define the work to be performed in an advertisement for a request for public bid price submittal. An electronic copy of the *CmDv Abatement Contractor Services Bid Packet* and/or any *Addendums* can be downloaded at no charge. Visit the City of Alexandria's website, www.cityofalexandria.com, under the heading "Business", and drop down to "RFP/RFQ/Bids". Search for the Bid name and number accordingly.

The entire bid packet shall consist of:

- a. Cover Page;
- b. Submittal Conditions (Attachment #1);
- c. General Conditions (Attachment #2);
- d. Scope of Work (Attachment #3);
- e. Definitions (Attachment #4);
- f. Unit Price Bid Proposal Price Sheet (Attachment #5)

COMMUNITY DEVELOPMENT DEPARTMENT (CmDv): A Department under the Community Services Division within the City of Alexandria. It manages *HUD* projects and funding, as well as City, State and Federal funds, to accomplish project goals as defined in the Consolidated Plan and at the direction of the Administration. Contact information is 319-449-5071 or cda@cityofalex.com. Typical customer availability office hours are Monday through Friday from 8:am through 4:pm.

CmDv CONTRACTOR REGISTRATION: Any Contractor who receives a *Bid Tab Award Notification* must be registered with the *CmDv* and be assigned a Registration Contractor ID number, a minimum of five (5) business day after notification. The Contractor shall submit a completed application for consideration. The *CmDv's* Contractor Registration Application link can be found at www.cityofalexandria.com/community-development towards the very bottom of the webpage. Allow a minimum of three (3) business days for *CmDv* to process the submitted application. Once all paperwork is verified to meet the minimum registration requirements, a Registered Contractor ID number will be assigned. Registration is not required to submit a proposal. As part of the application requirements, the Contractor shall:

- a. Hold an active License / Certification as a Hazard Abatement Contractor with the Louisiana State Licensing Board of Contractors (LSLBC), LDEQ, and EPA for the purpose of removal, encapsulating, enclosure, possible demolition and disposal of asbestos containing materials.
- b. At least five (5) years of abatement experience.
- c. Hold and provide current / active Certificates of Insurance for the following required insurance coverages, which are to remain in force at all times during the contract period. It shall be the Abatement Contractors responsibility to ensure that any subcontractor(s) hired also have the same insurance coverages.

- i. Commercial General Liability Insurance covering premises-operations, products-completed operations, independent contractors and contractual liability. Minimum combined single limit bodily injury/property damage coverage shall be \$1,000,000. Property Damage liability shall be \$1,000,000 each occurrence.
 - 1. Within five (5) business days after notification of bid award tabulations, the Contractor shall have the City shall be added as an "Additional Insured" with regard to General Liability Insurance and shall provide a current Certificate of Insurance as confirmation of the same. The City shall receive ten (10) day notice of cancellation of any required coverage.
 - ii. Workers' Compensation Insurance pursuant to Louisiana Law.
 - iii. Commercial automotive liability insurance coverage, not less than the minimum State Law requirements, on all vehicles being used on this property in the contract award. The Contractor shall be prohibited from using personal vehicles for the demolition of structures and hauling / removal of debris.
 - iv. The cost of any insurance deductibles shall be borne by the Contractor.
 - v. An Umbrella Policy or excess may be used to meet minimum requirements.
- c. Agree by document signature to show a good faith effort to comply with the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork) Program. Participation by minority and/or disadvantaged business enterprise firms is encouraged. For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org. The AFEAT Program should be inquired about through the City's Legal Division (318-449-5015).
 - d. Agree by document signature to show a good faith effort to comply with the City's Non-Discrimination Statement. The Non-Discrimination Program should be inquired about through the City's Legal Division (318-449-5015). Furthermore, Contractor shall acknowledge that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - e. Hold a status of "*in good standing*" with *CmDv*, if they have ever worked on *CmDv* projects in the past.
 - i. *CmDv* also reserves the right to request a summary and/or additional documentation of any litigation activities involving the Abatement Contractor within the last five (5) years with any other entity and it must be provided upon request. Summary shall include: reason, ruling, settlement. Review of such documentation may affect the bid award.
 - f. Contractor must provide written proof that they are not listed as an EPLS (Excluded Parties List System) on the Federal Government's SAM's (System for Award Management) website at www.sam.gov/portal/sam . Any bidder that is found listed on SAM's as in violation, shall automatically be rejected from bidding privileges, *CmDv Qualified Contractor Registration* and/or bid award, by Category and/or in its entirety.
 - g. By *CmDv Qualified Contractor Registration* application submittal, the Contractor is acknowledging that they have not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.
 - i. No individual partner, incorporator, director, manager, officer, organizer or member, who has a minimum of ten (10%) ownership in the Bidding Entity, has been convicted of, or nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or bidding entity from consideration as a Qualified Registered Contractor and/or bidding privileges by *CmDv*, who is funded by Federal and/or local funds: Public bribery (RS 14:118); Corrupt influencing (RS 14:120); Extortion (RS 14:66); Money laundering (RS 14:230).

- ii. A conviction of or plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes shall bar any person or the bidding entity from consideration as a Qualified Registered Contractor and/or bidding privileges by CmDv for a period five (5) years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere: Theft (RS 14:67)Identity Theft (RS 14:67, 16); Theft of a business record (RS 14:67.20); False accounting (RS 14:70); Issuing worthless checks (RS 14:71); Bank fraud (RS 14:71.1); Forgery (RS 14:72); Contractors - misapplication of payments (RS 14:202); Malfeasance in office (RS 14:134).
- iii. The five (5) year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the property must be re-advertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this property.

CONDEMNATION ORDER: Property owners are given notice of code and ordinance violations and provided time to remedy the complaint. However, if the owner fails to take action, a list of blighted, dilapidated, abandoned properties is presented to City Council for a public hearing to consider Condemnation. Once the Council votes to take action, a Resolution is adopted and acts as the *Condemnation Order* for CmDv to begin the process to demolishing the structure. The City also allows other criteria in the event of an emergency. See definition for *Emergency Razed Order*.

CONTRACT / ABATEMENT SERVICES CONTRACT: A written agreement of terms shall be fully executed between the City of Alexandria and the Contractor and shall be binding upon any and all parties. The *Abatement Services Contract* shall be executed within a maximum of forty five (45) calendar days from the date of bid opening. After the contract is signed by the Contractor, the *Abatement Services Contract* must be signed by the Mayor of the City of Alexandria to be considered fully executed and enforceable. Once the *Abatement Services Contract* is fully executed, all terms and conditions of the contract shall be in effect and honored upon any and all parties involved until the contract is satisfied and/or terminated. The *CDA Abatement Permit* can then be issued, if all other documentation has been received.

- a. In the event of a *secondary / subsequent award*, the *Abatement Services Contract* shall be executed within a maximum of the ninety (90) calendar days from the date of bid opening, that a price proposal is required to be honored.
- b. The Abatement Contractor shall perform abatement services on behalf of the City for set unit prices over the course of one program fiscal year from May 1st through April 30th. The contract may have the option to be renewed for an additional year for a maximum of two (2) years.
- c. Pricing escalation / de-escalation negotiation requests must be submitted in writing sixty (60) days prior to the contract expiration date. Any price adjustments must be resolved prior to the renewal period.
- d. The City reserves the right to revise any proposed contract in connection with negotiations with Contractors and to revise any executed contract (as allowed by the contract terms & conditions) at any time to include additional terms and conditions as may be required.
- e. The City may elect to amend this contract to add the abatement of Lead Containing Materials (LCM) services in the event a Lead Abatement Grant / Program is secured by CmDv.

CONTRACT TERMINATION: A *Abatement Contractor Services Contract* can be terminated for the following reasons. *Contract termination* may also result in the *debarment* of the Contractor.

- a. By mutual agreement and consent of both parties, within fifteen (15) business days written notice. This consent agreement may have additional conditions and acknowledgements stipulated at the time of termination for which signature may be required;
- b. By the Mayor, on behalf of the City of Alexandria, for *cause*. Proper allowance shall be made for circumstances beyond the control of the Contractor;
 - i. If the contract is terminated by the City for any of the terms and conditions authorized under these definitions, Contractor shall be formally notified in writing by CmDv by means of certified mail, informing them of cancellation of the contract and giving specific reasons for said cancellation within thirty (30)

calendar days. This consent agreement may have additional conditions and acknowledgements stipulated at the time of termination for which signature may be required;

- ii. Contractor shall have the right to appeal a contract termination to the *CmDv* Administrator within ten (10) calendar days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a certified letter addressed to the *CmDv* Administrator, stating that an appeal to the decision of cancellation is desired. The *CmDv* Administrator shall thereafter hold a dispute resolution meeting on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. As necessary, the *CmDv* Administrator may consult with the City's Legal Division, on behalf of the Administration. After hearing the appeal, the *CmDv* Administrator may concur, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its finding.
- c. By satisfactory completion of all services and obligations described in the *Abatement Contractor Services Contract*. This will leave the Contractor "*in good standing*" for participation with *CmDv* projects.

DEBAR: The City has the authority to revoke the Contractor's participation working privileges for a period of two (2) calendar years for *cause*. In the event that a Contractor who was ever *debarred* from working with the City, wishes to participate in the *CmDv* bid process again after their debarment period, they will be considered as a *new Contractor*.

DISPOSAL OF DEMOLITION DEBRIS / LANDFILL: The Contractor shall be responsible for all labor, material, equipment, vehicles, etc necessary to legally transport and dump all demolition debris at a commercial dump facility.

- a. Weigh / dump tickets shall be submitted to *CmDv* as documentation of legal disposal prior to receiving payment. The only exception is salvageable materials, such as beams, flooring and brick, etc. that the Contractor may want to keep for resale or re-use.
- b. All nonexempt construction or demolition debris, such as asbestos materials, shall be properly disposed of in accordance with the solid waste disposal regulations of the *LDEQ*. Weigh tickets or the Owner's copy of the *ADVF* shall be submitted to the *CmDv* as documentation of proper disposal prior to receiving payment. This may be subject to an audit by the City of Alexandria, *LDEQ* and/or *HUD*.
- c. If specified, liquefied petroleum gas tanks and systems shall be removed in accordance with rules and regulations of the Liquefied Petroleum Gas Commission, Old State Capitol Building, Baton Rouge, Louisiana.

DISPUTE RESOLUTION: The Contractor and City shall agree that should any dispute arise concerning the work performed under the *Abatement Contractor Services Contract*, *payment*, or *warranty*, the parties agree to submit the dispute in writing within ten (10) calendar days to the *CmDv* Administrator. A dispute resolution, in which the determination will be final and without recourse, will be provided in writing within thirty (30) calendar days of receipt of the dispute notice.

EMERGENCY RAZED ORDER: City Council has authorized the City's Fire Prevention Chief and the City's Building Official to declare an *Emergency Razed Order* in the event that the structure causes imminent danger to the health, safety and welfare of the neighborhood. The following criteria shall define an emergency and at least two of the three items must apply:

- a. Minimum of 75% structural damage confirmed by City Building Official and/or City Fire Prevention Chief
- b. Imminent danger of collapse
- c. Potential for bodily harm for occupants and adjacent property owners

Once the City Inspector confirms a potential emergency, it will not be deemed an actual emergency until the responsible officials declare the same. The responsible officials shall authorize the issuance and cause to have posted an *Emergency Razed Order* notice on the property immediately, which shall serve as a notice for owners, occupants and adjacent properties as provided in LA RS 33:4765.C(2). The responsible officials shall also declare when demolition activities can begin within a reasonable time after investigations are complete.

HOUSING AND URBAN DEVELOPMENT (HUD): The federal agency responsible for national policy and programs that address America's housing needs, improve and develop the Nation's communities and enforce fair housing laws. *HUD* provides federal funds to the City of Alexandria in order to execute defined programs.

- a. Some Work Order assignments may be Federally Funded, therefore, the Contractor and Subcontractors under the awarded contract must comply with HUD contract provisions 24 CFR Part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer, businesses owned by women or minorities are encouraged to bid.

IN GOOD STANDING: The Abatement Contractor must be “*in good standing*” with *CmDv* and the City of Alexandria, if they have ever performed work for the City in the past, in order to participate in the bid process. This means that prior work experiences and contracts have been satisfactorily completed. See *cause* for reasons that may prohibit a Contractor for being “*in good standing*”. *CmDv* also reserves the right to request a summary and/or additional documentation of any litigation activities involving the Abatement Contractor with any other entity and it must be provided upon request. Summary shall include: reason, ruling, settlement. Review of such documentation may affect the bid award.

INSPECTIONS: Each *CDA Abatement Permit* issued shall list the required *inspections* on the second page of the permit specific for that address. A minimum of 2 *inspections* are required by *CmDv*. The Contractor shall notify the City Inspection Call Center at 318-441-6333 to schedule all inspections a minimum of 24 hours in advance of requested time. Typical inspections are:

- a. *CDA Site Preconference Inspection* – (required) to be scheduled by the Contractor a minimum of one (1) business day before the start of work. This provides both parties with an opportunity to visit to site and discuss the scope of work. The Demolition Contractor must be present. This *inspection* can be scheduled at any time after the *Abatement Contractor Services Contract* is fully executed and/or before the *CDA Demolition Permit* is issued but must be before any work is started.
- b. *CDA Abatement Inspection* –to be scheduled by the Contractor a minimum of two (2) business days before the completion of material abatement removal. This provides the City with assurances that required abatement process is properly performed. This inspection shall be required if the provided *Asbestos Testing Survey Report's* determination shows evidence of any material, whether *ACM* or *RACM*, that must be abated. The Abatement Contractor, or representative, must be present. If abatement is required, no demolition activity can begin until after the *CDA Abatement Inspection* is passed. Notification of abatement must be made to *CmDv* before work begins. Please call Construction Development Permit Tech, 24 hours in advance at (318) 441-6333.

LAWS TO BE OBSERVED: The Contractor shall comply with all Federal, State and local laws, ordinances and regulations affecting the removal of the buildings and appurtenances, and shall indemnify the City and its representatives against any claim or liability arising from violation of any such law, ordinance or regulation. This shall also include all regulations for OSHA, NESHAP, LDEQ, HUD, Clean Air Act, National Institute for Occupational Safety and Health's (NIOSH), American Industrial Hygiene Association (AIHA), etc.

LOUISIANA DEPARTMENT OF ENVIRONMENT QUALITY (LDEQ): The responsible entity to manage all environmental concerns of the State. The local LDEQ field office contact is 318-484-2115 or visit their website at deq.louisiana.gov.

NEW CONTRACTOR / FIRST TIME AWARD: Contractors awarded a bid proposal for the first time through *CmDv* or those previously *debarred*, may be required to successfully complete a minimum of two (2) properties prior to receiving new *Work Order Assignments*. Should *CmDv* determine *cause* against the *new Contractor* on any awarded property, remaining *Bid Tabulation Sheet Notifications* / assignment to that Contractor may be *withdrawn* by *CmDv*. Written notification stating the reasons will be provided to the Contractor within thirty (30) calendar days.

NESHAP EXEMPTION: Federal Regulations allow for a structure, such as *Nuisance Abatement Demolitions*, to be considered for exemption from certain procedures based on 40 CFR §61.141(1995), 60 Fed. Reg. 38725, 38726 (July 28, 1995)(to be codified at 7 CFR. 61.141), and LAC 33:III.51§5151(2019). In order for a structure to be eligible for the exemption, the following criteria are required:

- a. Residential structure with 4 or fewer units;

- b. Entire residence has historically been residential and still is;
- c. Demolition is not associated with a highway construction project, urban renewal or a public project;
- d. There is not more than one residential building being demolished on one site
 - i. (site is defined as 330 feet from another structure to be demolished per 2009 LESHAP Guidance);
- e. Residence is not burned intentionally or otherwise by the municipality.

If the criteria are met, the following procedures will need to be performed during the demolition process. Review *CmDv's Code Enforcement and Demolition Program Policy Guidelines*, Article VIII, for the abatement methods.

- a. Use of continuous saturating water stream to minimize dust during the demolition (Air Quality per LAC 33:III.1305)
- b. Waste segregation and disposal plan for associated disposition (Solid Waste per LAC 33:VII.115)
- c. Refrigerant recovery prior to disposal of air conditioning systems (Refrigerant Handling per 40 CFR Part 82, Subpart F)
- d. AAC-2 Form and ADVF will not be required.
 - 1. Disposal of NESHAP Exempt structures is allowed as Construction and Demolition (C&D) debris, is not considered RACM and may be disposed in a Construction and Demolition debris landfill that has a plan approved by the Solid Waste Section of the LDEQ Waste Permits Division to accept such waste.
 - a. Weigh/dump tickets shall be submitted to *CmDv* with invoices for *payment*, as documentation of legal disposal prior to receiving payment.

NUISANCE ABATEMENT DEMOLITONS: The addresses to be abated and demolishes are a threat to public health, safety and welfare of this City, due to abandonment. Property owners have been provided notice and ample time to remedy code and ordinance violations to no avail, therefore, have been issued a Condemnation Order via Resolution by City Council. These properties are selected for demolition randomly based on the severity ranking conditions of the structure. These demolitions are not part of a municipal public project, such as a highway or City complex development, urban renewal plan or an installation. These properties are typically not owned or operated by the municipality, with the exception of some possible tax adjudicated properties. The act of demolition will be performed by the awarded Contractor within the time prescribed by the issuance date of the *CDA Demolition Permit*, however, are not planned or intended to be demolished on the same day but rather staggered over several weeks.

40 CFR Part 61 FR 38726.IV – EPA Interpretation: *EPA believes that individual small residential buildings that are demolished or renovated are not covered by the asbestos NESHAP. This is true whether the demolition or renovation is performed by agents of the owner of the property or whether the demolition or renovation is performed by agents of the municipality. EPA believes that the residential building exception applies equally to an individual small residential building regardless of whether a municipality is an "owner or operator" for the purposes of the demolition or renovation. EPA believes that the exemption is based on the type of building being demolished or renovated and the type of demolition or renovation project that is being undertaken, not the entity performing or controlling the demolition or renovation.*

40 CFR Part 61 FR 38726.IV, footnote 2 – *Demolition of such homes typically occur after a municipality orders a building condemned for public health or safety reasons (e.g. condemnation of a building that is abandoned and/or in danger of collapse). This type of demolition does not include demolitions of buildings for the purpose of building public facilities, like highways or sports arenas.*

40 CFR Part 61 FR 38726.IV, footnote 3 - *...In EPA's view, an entire municipality, or even a neighborhood in a municipality, should not be considered a single site. Where an area is made up of multiple parcels of land owned and operated by various parties, EPA believes that parcels on the same city block may be considered a single site. (Where a site cannot be easily defined as a city block, the site should be a comparably compact site. In any event, the local government should use common sense when applying this guide). ...While this notice clarifies EPA's belief that certain demolitions or renovations performed by municipalities are not subject to asbestos NESHAP, EPA encourages municipalities to perform such demolitions or renovations in a manner that provides appropriate consideration for any potential adverse health impacts to the public. NOTE: 2009 LESHAP Guidance, page 1, item 1 defines 330 feet as the unit of measure between structures that must be*

exceeded to not be considered a site and/or city block. For structures to be demolished that are within 330 feet of one another, the NESHAP Exemption will not be applied or qualified.

Title 33, Part III, Subchapter M, 5151.B - EPA defines Installation: *as any building or structure or any group of buildings or structures at a single demolition or renovation site that are part of a planned project that are under the control of the same owner or operator.*

Title 33, Part III, Subchapter M, 5151.B – EPA defines Urban Renewal: *as demolitions of blighted or condemned properties authorized or conducted by government entities (city, parish or state) as part of a commercial or public project.*

40 CFR Part 61 FR 38725.II, footnote 1-“EPA considers demolitions planned at the same time or as part of the same planning or scheduling period to be part of the same project. In the case of municipalities, a scheduling period is often a calendar year or fiscal year or the term of contract.” NOTE: If this is applied literally, then the ability of any municipality to qualify any structure as NESHAP Exempted would be completely prohibited for municipalities that demolish more than one structure in a calendar year. It is my interpretation that is not the spirit of the regulation due to the volume of structures that municipalities across the state have to contend with due to abandonment and limited funding resources.

PAYMENT: The City shall pay the Contractor 100% of the final Abatement Contractor Services Contract price amount due within thirty (30) calendar days of receipt of all requisite documentation. Invoice submittal questions may be directed to 318-449-5073. Each address where work was performed must be identified on the invoice. The terms of the contract shall be deemed completed and accepted by the *CmDv* after final *payment* is made. Requisite documentation for *payment* shall include:

- a. Satisfactory completion of the *CDA Abatement Permit* and required inspections;
- b. Proof of legal dumping of all demolition materials via landfill dump tickets;
- c. Abatement Contractor's written report;
- d. Issuance of a *Certificate of Completion* by the City Building Official or their designee;
- e. Submittal of an invoice for a one-time *payment*;
- f. Other documentation deemed necessary by *CmDv*.

Payment for each *Work Order Assignment* may be paid with either City general funds or *HUD* federal funds based on the availability of money each fiscal year. The funding source shall be identified on the *Bid Tabulation Notification Sheet*, however, this is subject to change during the course of the activity but have no impact to the Contractor. See definition for *Bid Tabulation Notification Sheet*.

PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS, ETC.: The Contractor shall be responsible for the preservation of public and private property, trees, shrubs, monuments, etc., adjacent to the right of way on which the buildings and *appurtenances* are located and shall take every precaution to prevent damage thereto.

- a. Land monuments, property markers and right of way markers shall not be removed by the Contractor without proper written consent from the *CmDv* Administrator.
- b. The Contractor shall be responsible for damage done to public or private property due to any act, omission, neglect or misconduct in the execution of the work, or defective work or material, and shall restore, at his expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding or otherwise restoring same, or shall made good such damage in an acceptable manner.

REGULATED ASBESTOS CONTAINING MATERIALS (RACM): Presence of *asbestos containing materials (ACM)* that are above the established thresholds and must be properly abated, thereby considered regulated. *RACM* also requires *LDEQ* to provide an *ADV* form to the Contractor after it has reviewed the appropriate *AAC-2(a)* form. A licensed Abatement Contractor is required for proper removal and abatement of the same. A copy of the Abatement Contractors report after work is performed shall be required to be submitted to *CmDv* prior to the request for *payment*. Dumping at specific landfill requirements apply.

- a. An AAC-2 (a) form is required when requesting Asbestos Disposal Verification Forms (ADVF) for Asbestos Contaminated Debris Activities (ACDA), Demolition, Renovation, and/or Response Action properties where Regulated Asbestos Containing Material (RACM) is present, or assumed to be present, above the established thresholds or as otherwise required by LAC 33:III.5151.F.1.

RESPONSIVE AND RESPONSIBLE BIDDER: To be considered a responsive bidder, the bidder shall submit a proposal which meets the minimum requirements set forth in the Request for Proposal (RFP). To be considered a responsible bidder, the bidder shall have the capacity in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit to ensure a good faith performance. CmDv reserves the right to consider anyone who has previously worked with the City who had a contract terminated for cause and/or *debarred*, or anyone involved in pending litigation as not responsible on a case by case basis.

SANITARY PROVISIONS: The Contractor shall observe rules and regulations of the State Board of Health and of all local health officials, and shall take all necessary precautions to avoid unhealthy conditions. Contractor shall provide toilet facilities, as needed, for their employees during the period of work.

SECONDARY / SUBSEQUENT ASSIGNMENT: The decision for a *secondary / subsequent assignment* shall be the discretion of the CmDv Administrator, on behalf of the City. The options for *secondary / subsequent assignment* shall be to re-advertise the property scope of work for public bid. Reasons that could create a *secondary / subsequent assignment* would be in the event that a property is initially assigned to a Contractor, then the assigned Contractor:

- a. fails to execute the *Abatement Contractor Services Contract* timely;
- b. fails to execute a *Work Order Assignment Form* timely;
- c. fails to satisfactorily complete scope of work on a property;
- d. fails to abate a property as required;
- e. fails to request inspections timely;
- f. fails to start a project timely without justification;
- g. has requested too many extensions;
- h. fails to meet the timeline for work to be completed;
- i. rejects the terms of a *change order* for scope of work and/or price by either the Contractor or the City;
- j. has multiple assignments withdrawn by CmDv for *cause*; and/or
- k. has their contract terminated.

WARRANTY: All work performed will be guaranteed by the Contractor for a period of one (1) year following final *Payment*. Failure to comply and/or honor work performed may result in removal of "*in good standing*" status, *Contract termination* and/or *debarment*.

WORK ORDER: CmDv will identify properties to be abated and demolished based on a severity ranking criteria. Each property to be abated will be provided with a *Work Order* that will include the following information:

- a. A Work Order total price will be provided by the City Inspector who will review the *Asbestos Testing Survey Report*, visit the property and compile unit prices for all tasks to be completed.
- b. A photo and map to identify the property;
- c. The abatement to be performed in accordance with any asbestos testing reports, AAC-2 forms or scope of work identified on the *Work Order Assignment Form*;
- d. A copy of the Condemnation Order Resolution and/or a City issues Razed Order;
- e. The prescribed time in which the work must be completed, typically fifteen (15) calendar days from the issuance of a *CDA Abatement Permit* for a Non-Expedited type.
- f. If accepted, the Contractor will sign a *Work Order Assignment Form* accepting the work for the specified terms.

WORK ORDER ASSIGNMENT: Once a *Work Order* has been made, the Contractor will be required to meet the City Inspector in the field to review the *Work Order Assignment Form* during a CDA Site Pre-conference *Inspection*. They will review the scope of work, the timeframe, total price and any potential change order requests. If the Contractor agrees to the terms, they will sign a *Work Order Assignment Form*. This will begin the process for the *CDA Abatement Permit* issuance and work to begin.

WORK ORDER ASSIGNMENT UNIT PRICE: CmDv has a limited amount of funds to spend annually on Abatement Contractor Services. All properly submitted sealed bids will be opened, then, the lowest responsive, responsible bidder price from all bids received will be the refined unit price to be paid per task within the *Work Order*. This unit pricing will be the basis for the City's Inspector to provide a total price per work order.



CmDv RFP for Abatement Contractor Services Proposal Packet Contractor's Proposal Price Sheet

The undersigned offers to complete abatement services for the following work descriptions at the unit price stated for EACH item listed on this sheet. Award will be made to the lowest most responsive responsible bidder based on the total provided. The City reserves the right to reject any / all proposals. This RFQ does not represent a City public or urban project and is not part of a larger construction public project. These are *Nuisance Abatement Demolitions*. Asbestos testing reports and Demolition shall be by others, as approved by CmDv.

Task	Work Description	Unit Price	Per	Est Qty	Total Price
1	Wet all demolition activity	included			
2	RACM Abatement & Disposal (demolition by others)		sf	5,000	
3	Abate & Dispose of Pipe and Pipe Fitting Insulation		lf	400	
4	Abate & Dispose of Floor Tile & Mastic as ACM		sf	12,500	
5	Abate & Dispose of Sheet Flooring as ACM		sf	2,500	
6	Abate & Dispose of Window and Door Caulks and/or Glazing as ACM		lf	1,000	
7	Abate & Dispose of Carpet & Mastic as ACM		sf	500	
8	Abate & Dispose of Asphaltic & Transite Roofing Materials as ACM, including on Exempted Structures		sf	3,000	
9	Abate & Dispose of Tar (like) Roofing Materials as ACM		sf	2,000	
9	Abate & Dispose of Drywall & Joint Compound		sf	1,500	
10	Abate & Dispose of Surfacing Materials as ACM, including plaster substrate, drywall wall & ceiling texture		sf	5,000	
11	Abate & Dispose of Ceiling Tile as ACM		sf	1,000	
12	Abate & Dispose of Transite Siding, soffit and fascia, including on Exempted Structures		sf	20,000	
13	Three (3) Day Expedited Additional Fee		per ADVF	5	
14	Mobilization / Demobilization Fee (both count as 1 fee)		per day	10	
15	Per Diem (for multiple days on location)		per day	15	
16	Excessive Debris Removal		hourly	40	
TOTAL					

- Proposals must be submitted in accordance with the entire RFP #2006, Attachment #1-#5. Work Description details in Attachment #3.
- All bids must be honored for ninety (90) calendar days.

ADDENDUM NUMBER(S) ACKNOWLEDGED, IF APPLICABLE: _____

COMPANY NAME _____ DATE _____

STREET ADDRESS _____ P O BOX _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____ DUNS NUMBER _____

AUTHORIZED SIGNATURE: _____