

# Request for RENEWAL for Abatement Contractor Services #2203

## City of Alexandria's Community Development Department

### I. INTRODUCTION – RFP #2203

The City of Alexandria's *Community Development Department (CmDv)* is offering an annual renewal to the 2020-2021 Demolition Services contract for Contractors to work on a Work Order, rotating assignment list. These services include and incorporate hazard abatement and/or disposal of residential and/or commercial structures.

CmDv has a limited amount of funds to spend annually on addresses the City's Nuisance Abatement Demolitions. In structures that do not qualify as NESHAP Exempt, the presence of *asbestos containing materials (ACM)* that are above the established thresholds and must be properly abated, thereby considered regulated. Abatement shall occur prior to demolition, therefore, the separate Demolition specifications will be structured so that an awarded Demolition Contractor will have no need to subcontract for any abatement on a particular site. Therefore, all abatement required by Asbestos Survey Testing Reports, provided by others, and/or identified hazards will need to be removed prior to any demolition activity. CmDv will then be notified to proceed with Demolition by others, when applicable.

CmDv's staff expertise and experience, along with the contracted Abatement Contractor's, must ensure the timely and successful completion of work and expenditure of funds for the program and grant. CmDv will process and qualify as many residential properties as possible for NESHAP Exemption, therefore, impacting the total number of properties that will require abatement. However, even on some NESHAP Exempted properties, there still may be transite roofing or siding to be removed by an Abatement Contractor prior to demolition.

The rotating Work Order list is proposed to keep the work distributed to all authorized Contractors and intended as a way to expedite the process of actual demolition services without having to publically bid structures prior to award. CmDv's staff expertise and experience, along with the contracted Demolition Contractors must ensure the timely and successful completion of work and expenditure of funds for the program and grant.

### II. ASBESTOS DEFINITIONS

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. The following NESHAP definitions of ACM are important in interpreting which NESHAP requirement may 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.

### III. 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. 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 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. Also, see Asbestos Summary, Guidelines, and Best Practice (Attachment #5).
  - b. AAC-2 (b) form – “Asbestos Negative Declaration, Demolition Notification Form”. See the form for specific details. Also, see Asbestos Summary, Guidelines, and Best Practice (Attachment #5).
  - 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 after the AAC-2 form for the Contractor’s use and submittal.
2. ADVF ISSUED, if required, and SOLID WASTE TRANSPORTER #: Asbestos Disposal Verification Form (ADVF) shall be sent to LDEQ then issued 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. WET ALL ABATEMENT / DEMOLITION 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.
4. AIR MONITORING: clearance air monitoring shall be performed and clearance sampling provided. A minimum of 4 Phase Contrast Microscopy (PCM) ambient air samples shall be collected at the perimeter of the work area. All air monitoring shall be performed 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.
5. ABATEMENT: abatement demolition work and disposal of hazardous materials shall be in compliance with NESHAP regulations, as well as Federal, State and local regulations.

6. REMOVE and DISPOSE OF ASBESTOS: asbestos containing materials (ACM) identified in the structure, such as flooring, tile / mastic, sheetrock texture / joint compound, sheet vinyl flooring, window caulking, chalk board mastic, roof parapet, transite roofing or siding, and any other locations specific in the attached Asbestos Survey Testing Report.
7. 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 ACM. Transportation off-site of the removed ACM shall go to an approved disposal facility.
8. MONITOR and REMOVE DEBRIS: 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.
9. 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.
10. PROPERLY TRAINED PERSONNEL: all materials identified must be removed by properly trained and certified personnel.
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.

- f. 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.
  - g. 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.
  - h. 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.
  - i. Contractor will remove all tools and equipment immediately after the completion of work.
  - j. 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.
11. 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.
  12. MOBILIZATION and/or DEMOBILIZATION CHARGES: charges are allowed as a single line item, however, the intent is that several Work Orders will be assigned within one timeframe (for example: within one week) so that there is only one mobilization / demobilization charge for all jobs within that timeframe. Additionally, there could be an instance where only one Work Order is assigned and the mobilization / demobilization fee would 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.
  13. THREE (3) DAY EMERGENCY ADDITIONAL FEE: Emergency situation must be declared by the City official, when the Contractor is required to commence work within three (3) calendar days of written notification and all associated demolition debris removed within five (5) calendar days from issuance of the CDA Demolition Permit. This is a one-time flat fee that is added to the overall Work Order price.
  14. 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 and all associated demolition debris 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.
  15. RESTRICTED ACCESS ADDITIONAL FEE: property locations where the street is less than 15 foot wide from back of curb to back of curb, which restricts the maneuverability of equipment and vehicles to access the site. Street width limitation may require the Contractor to hire additional personnel to flag traffic. This is a one-time flat fee that is added to the overall Work Order price.
    - a. If any City electrical service line is hanging less than 14 foot above grade, the Demolition Program Manager shall arrange for the Utility Department to temporarily raise the line during the demolition work. No

restricted access fee will be paid for this site condition. Contractor to discuss this with the City Inspector at the time of CDA Site Pre-conference inspection.

- b. If any phone, cable and/or other line, not controlled by the City, is hanging less than 14 foot above grade is the Contractors responsibility to contact the service provider or manage temporary access measures.

#### IV. ROTATING WORK ORDER ASSIGNMENT

*CmDv* will maintain a list of registered Abatement Contractors who are under contract with the City to perform abatement and/or demolition services for pre-determined unit prices over the course of one calendar year from the date of contract signing, with the option to renew for up to two (2) additional years. *CmDv* will select which structures / items are to be abated, demolished, removed, and/or disposed. NOTE: In no event can structures within LESHAP’s definition of 330 feet of one another be demolished and claim NESHAP Exemption.

One (1) *Work Order assignment* shall be sent to the Contractor per address location where work is to be performed. The *Work Order* shall contain: a picture of the structure, the map identifying the location of the structure, the Asbestos Survey Testing Report, and a copy of the City Council’s Condemnation Order. The *Work Order* will also define the: the timeframe and price. If the Contractor agrees to the terms, they shall sign the *Work Order Form* and return it to *CmDv*. This will begin the process for the Abatement Contractor to sign required AAC-2 forms and submit to LDEQ for the ADVF forms, as applicable.

*CmDv* reserves the right to assign multiple demolition site locations within one *Work Order Assignment*, based on criteria to be pre-determined, such as proximity or other reason deemed valid by *CmDv*. This may be in effort to clear multiple properties within one general street area due to the impact on the immediate neighborhood. NOTE: In no event can structures within LESHAP’s definition of 330 feet of one another be demolished and claim NESHAP Exemption.

The Contractor will not be authorized to perform any work or be entitled to any compensation unless *CmDv* has issued a *Work Order Assignment Form* that has been signed by both the Contractor and appropriate *CmDv* staff. The *Work Order Assignment Form* shall indicate the work to be performed, term of the assignment and the compensation to be paid.

Once a *Work Order* has been created, the Contractor may request to meet the City Inspector in the field to review the *Work Order* during a CDA Site Pre-conference Inspection, however, the CDA Site Pre-conference Inspection is not required but is highly recommended because of the possibility that painted items for removal may have washed away by weather conditions. During the inspection, the Contractor and Inspector will review the scope of work, the timeframe and price. If the Contractor does not request a CDA Site Pre-Conference Inspection, *change orders* for conditions that could have been identified during the inspection will not be considered.

Once the Contractor agrees to the terms, the Contractor and Inspector will both sign a *Work Order Assignment Form*. This can be handled via email, if needed. This *Work Order Assignment* will be sent to the Contractor approximately thirty (30) calendar days prior to the *CDA Demolition Permit* being issued to start work to allow time for the Contractor to schedule work accordingly. The Contractor shall have a maximum of five (5) business days to execute the *Work Order Assignment Form* after receipt from *CmDv*. An example of a timetable would be:

Date	Task
August 3 <sup>rd</sup>	<i>CmDv</i> will present City Council with a list of properties to be demolished.
August 4 <sup>th</sup>	Condemnation Ordinance numbers are provided to <i>CmDv</i> .
August 5 <sup>th</sup>	<ul style="list-style-type: none"> <li>• <i>CmDv</i> will email ALL Contractors a list of ALL properties within this “batch” that are to be demolished and identify the initially assigned Contractor.</li> <li>• <i>CmDv</i> will follow-up with a second email with each Work Order Assignment Form for each property awarded to a specific Contractor.</li> <li>• “30 day” notification clock starts ticking. Be sure to schedule <i>CmDv</i> jobs in your upcoming calendar.</li> </ul>
August 12 <sup>th</sup>	All Work Order Assignment Forms must be returned to <i>CmDv</i> . <ul style="list-style-type: none"> <li>• If the job is accepted for the price shown, sign the WO and return.</li> </ul>

	<ul style="list-style-type: none"> <li>If a job is rejected, note that on the WO and return. This will count towards your maximum of 5 jobs rejected.</li> </ul>
September 6 <sup>th</sup>	CDA Abatement Permits are issued to each Contractor per address
October 6 <sup>th</sup>	All demolition work to be completed and cleaned from the site
October 21 <sup>st</sup>	Any broken sidewalk, curbs, streets, etc must be repaired, if applicable, at Contractor's expense
October 22 <sup>nd</sup>	Certificate of Completion will be issued
November 22 <sup>nd</sup>	Contractor will be paid in full for services per address

Due to the randomness of *Work Order Assignments*, the Contractor is afforded some flexibility to accept or reject an assignment. The reason could be due to timing, existing work load, price, etc. However, during one entire contractual year, the Contractor will only be allowed to reject / pass on a maximum of five (5) *Work Order Assignments*.

- a. After a Contractor rejects / passes on five (5) *Work Order Assignments*, the Contractor will be removed from the rotating list for the remainder of the contractual year and any additional contract renewal extensions. The Contractor will be allowed to participate in the next pricing RFP solicitation.
- b. Should the Contractor elect to participate in the *Work Order* system the next years contractual RFP solicitation and yet rejects / passes on another five (5) *Work Order Assignments*, the Contractor will then be debarred from further participation for work with the City for two (2) years.

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 assign the project to the next Contractor on the rotating list or re-advertise the property scope of work for RFP. Contractor shall have a maximum of five (5) business days to execute the *Work Order Assignment* Form after receipt from *CmDv*. Reasons that could create a *secondary / subsequent assignment* would be in the event that a project is initially assigned to a Contractor, then the assigned Contractor:

- a. fails to execute the *Work Order Assignment* form;
- b. fails to satisfactorily and/or timely start or complete a project;
- c. rejects the terms of a *change order* for scope of work and/or price by either the Contractor or the City;
- d. has multiple assignments that have not yet been completed;
- e. has multiple assignments withdrawn by *CmDv* for cause; and/or
- f. has their participation on the rotating list terminated;
- g. fails to make repairs to public or private property damaged during the course of work.

## V. CHANGE ORDERS

In the event that all Contractors on the rotating list reject / pass on a specific property, *CmDv* reserves the right to consider a *Change Order* or to publish the scope of work under a separate RFP.

- a. If a *Change Order* is submitted by the Assigned Contractor, the price and conditions shall be considered. *CmDv* reserves the right to negotiate the price of the *Change Order* submitted. The Contractor has the right to reject the negotiated price or conditions, which will then be considered a rejected assignment.
- b. If the *Change Order* method is utilized for an entire job, all Contractors who rejected the initial *Work Order Assignment* would be eligible to submit a *Change Order* price. At that time, the lowest *Change Order* price submitted would be selected for the *Work Order Assignment*. *CmDv*'s Administrator must authorize all *Change Orders*.
- c. In the event that the Contractor rejected / passed on the first *Work Order Assignment* but may later be authorized for the *Change Order* to perform the work, the initial *Assignment* will still count towards the total of five (5) rejections allowed.
- d. If the RFP method is utilized, all Contractors on the rotating list would be eligible to submit a proposal to the RFP.

Other site specific *Change Orders* may 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. 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. Any *Change Order* request must be submitted by the Contractor in writing to the *CmDv* Administrator. 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.

## VI. CDA ABATEMENT PERMIT ISSUANCE

Once the completed AAC-2 form and ADVF are received by *CmDv*, the *CDA Abatement Permit* will be issued and the Abatement Contractor may work to begin. The Contractor will not be authorized to perform any work or be entitled to any compensation unless *CmDv* has issued a *CDA Abatement Permit*. The Permit shall serve as the Notice to Proceed. This permit shall be of no cost to the Contractor operating under the *Work Order* system.

As a condition of the *CDA Abatement Permit*, a CDA Abatement Inspection shall be required. The inspection shall be scheduled by the Contractor a minimum of one (1) business days before the completion of material abatement removal. This provides the City with assurances that required abatement process is properly performed. The City reserves the right to inspect any and all permits, licenses and work at any time prior to or during the abatement / demolition process. The Contractor shall be responsible to procure all permits and licenses under federal, state and local laws, pay all charges and fees, including notifying 811, as applicable.

*CDA Abatement Permit* issued by *CmDv* is valid for a maximum of fifteen (15) calendar days from the date of issuance. 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. Only one (1) extension will be considered, which will provide a total of thirty (30) calendar days. Submittal requirements for the issuance of a *CDA Abatement Permit* shall be:

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

*CmDv* has secured the disconnection of all utilities to the structure prior to the issuance of the *CDA Work Order*. 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.

In the event that the structure is demolished illegally, without permits or knowledge by *CmDv*, or by fire or natural disaster from the time of *Work Order* issuance to the time of demolition activity, the *Work Order* may be withdrawn by *CmDv* and there shall be no commitment of payment. *CmDv* will make every effort to verify the existence of the structure prior to issuance.

Contractor shall be responsible for any damages they may cause, whether on public or private property. This shall include but not be limited to: busted sidewalk, curb or City street; utility line or tap; neighboring house or fence; etc. Contractor shall make repairs immediately but in no instance later than fifteen (15) calendar days after all demolition work is completed. A Certificate of Completion will not be issued nor will the Contractor will not be paid until all work has been repaired to City standards, as applicable.

Time is of the essence in the performance of the services of abatement / demolition 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.

## VII. TYPE OF CONTRACT

A Professional Service Agreement (PSA) will define the terms and conditions agreed upon by the City and the Contractor. The contract will be for one (1) calendar year, with the option to renew for two (2) additional years. 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.

- a. 2021-2022 will be the first year renewal period, published in this RFP.
- b. 2022-2023 will be the second and final year renewal period.

At the time of annual renewal, the City reserves the right to publish a RFP to solicit other Contractors interested in participating in the rotating Contractor list. The prices submitted in new Contractor proposals will be considered to negotiate that year's set unit pricing schedule with all participating Contractors. **New Contractor may be added to the rotation list at that time of renewal.** If a Contractor who is on the renewal cycle does not agree to the price and conditions of the new proposals, they are not required to participate in the new year's list and will be eligible to submit proposals in subsequent years.

No *Work Order* will be assigned until after a PSA has been fully executed. A copy of the proposed PSA containing requirements, terms and conditions will be provided to the Contractor at the time of contract negotiation. The City expects to execute the contract as soon as possible after the submittal date, however, no more than forty-five (45) calendar days from the date of RFP submittal.

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. The City reserves the right, at its sole discretion, to completely terminate all negotiations in regard to the CmDv Abatement / Demolition Program (prior to contract execution) and request new submittals of qualification, if satisfactory contract negotiations are not reached within fifteen (15) business days after the submittal date. 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.

If a Contractor's may be cited for *cause* or assignments are withdrawn for *cause*, CmDv shall provide written notification stating the reasons within thirty (30) calendar days. A Contractor cited with reasons for *cause* may lead to contract termination, being removed from *in good standing status* and may be *debarred* for up to two (2) calendar years. 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 *Work Order Assignment*;
- b. Failure to secure *CDA Abatement Permit* before starting work;
- c. Failure to wet abatement / demolition activity;
- d. Failure to provide air monitoring services;
- e. Failure to legally dispose of abatement / demolition debris and materials;
- f. Failure to call for inspections as defined on the *CDA Abatement Permit*;
- a. Failure to complete work within the time specified on the *CDA Abatement Permit* and/or approved extension;
- b. Failure to complete tasks with good workmanship practices;
- c. Failure to clean and grade the site properly;
- d. Failure to provide required insurances, forms and/or documentation to CmDv or LDEQ;
- e. Failure to correct complaints / inspection failures within the allocated time period;
- f. Any event that is determined as *cause* for a *Work Order Assignment* to be terminated by the City or for awards to be withdrawn.

The Contractor and City shall agree that should any dispute arise concerning the work performed under the *Abatement 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.



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.

## VIII. INVOICING FOR PAYMENT

The payment amount for a specific property *Work Order Assignment* shall be agreed upon by a fixed fee schedule and/or a change order, as applicable. The Contractor is not authorized to perform any services, which exceed the authorized funding amount specified in a *Work Order Assignment* without prior written approval.

Once the work is complete and required inspections are passed, the Contractor will be issued a Certificate of Completion (CoC). The CoC will then be the trigger for the Contractor to invoice CmDv. Each address where work was performed must be invoiced and paid separately. Invoice submittal questions may be directed to 318-449-5073. Invoices will not be paid until all requisite documentation, like AAC-2 forms, ADFV's, dump tickets, etc as applicable, are submitted to CmDv.

The City shall make a one-time payment to the Contractor for 100% of each property invoice under the *Work Order Assignment* amount due within thirty (30) calendar days of receipt of all requisite documentation.

*Payment* for each *Abatement Service* invoice 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 *Work Order Assignment Form*, however, this is subject to change during the course of the project but have no impact to the Contractor.

## IX. MINIMUM QUALIFICATIONS

To be considered for award of this contract, the prime Contractor must have the following minimum qualifications:

- a. Hold an active License 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. An inventory of equipment **readily available** to perform all requested services. **If the Contractor solely depends on renting of equipment (excavators, dumpsters, hauling trucks, etc) and the Contractor is habitually late on completing Work Order Assignments, this may be considered as cause for termination or a Work Order being withdrawn;**
- d. A Solid Waste Transporter # is required to transport any type of solid waste in the State of Louisiana (LAC 33:VII). Contact LDEQ Permit Support Services Divisions, Notifications and Accreditations Section at 225-219-1665 to apply for a SW transporter #.
- e. 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. The City reserves the right to request additional insurance coverage or terms during the contract negotiation period. The cost of any insurance deductibles shall be borne by the Contractor.
  - 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. Prior to the execution of the PSA, 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 project in the contract award. The Contractor and/or Subcontractors shall be prohibited from using personal vehicles for the demolition of structures and hauling / removal of debris.
  - iv. An Umbrella Policy or excess may be used to meet minimum requirements.
- 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](http://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. Contractor must already have a *COA / CmDv Contractor Registration* number on file or must complete an application at least three (3) business days prior to RFP submittal. Call 318-449-5073 for information. Document is available at [www.cityofalexandria.com/Community-Development](http://www.cityofalexandria.com/Community-Development).
- h. Hold a status of *in good standing* with *CmDv*, if they have ever worked on *CmDv* or City projects in the past.
- i. Out of state corporations and/or limited liability companies shall furnish a certificate of registration to transact business in the State of Louisiana prior to signing of a contract with the City of Alexandria.
- j. 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](http://www.diversityinaction.org) or call 318-449-5015 for information.
- k. Agree by document signature to show a good faith effort to comply with the City's Non-Discrimination Statement. Call 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.
- l. Agree by document signature that the Contractor is acknowledging that they have not been convicted of, nor has entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes.

## XI. PARTICIPATION and SUBMITTAL INSTRUCTIONS AND DEADLINES

A Pre-Bid Conference is mandatory for all interested Contractors. The meeting will be held at 625 Murray Street, Second Floor, Planning Conference Room on August 24, 2022 at 3:00 pm.

Purpose is to discuss specific details and questions of the potential renewal for a subsequent year and/or published RFP during this meeting. No questions will be answered during any other time of the RFP publication period. If a Contractor fails to attend this Mandatory Pre-Bid Conference, any bids submitted will be considered non-responsive and will be rejected.

RFP response submittals are due on September 2, 2022 at 9:00 am.

Faxed, emailed, mailed or delivered responses will be acceptable for convenience. However, it is recommended that all proposals be submitted via certified mail, physical or other commercial courier services so the Contractor will have a written record of the timely delivery.

Requested information must be submitted on the two (2) response forms provided, Attachment #1 (Contractor Fee Schedule) and #2 (Contractor Qualifications).

Responses must be typed or legibly printed and bound within space provided. No additional sheets will be accepted. If the Contractor is a renewal, only Attachment #1 for the Contractor Fee Schedule is required for submittal.

Complete RFP packet may be obtained at the City of Alexandria's website. There is no charge to download bid documents. Visit [www.cityofalexandria.com/rfp](http://www.cityofalexandria.com/rfp).

Postal and physical mail submittals shall be addressed to:	Other acceptable submittal methods:
City of Alexandria, Community Development Department	Email: <a href="mailto:cda@cityofalex.com">cda@cityofalex.com</a>
Attn: Shirley Branham, Administrator	Fax: 318-449-5031
625 Murray Street, Suite 7 (mailing), Alexandria, LA 71301	Phone: 318-449-5071
625 Murray Street, Third Floor (physical), Alexandria, LA 71301	

Task Description	Deadline Date
RFP published in Town Talk # 1 and posted to COA website	August 12, 2022
RFP published in Town Talk #2 advertisement	August 24, 2022
Mandatory Pre-Bid Conference	August 24, 2022 at 3:00 pm CST
Deadline for submitting a proposal	September 2, 2022 at 9:00 am CST
Notice of Intent to Award	Issued no later than September 19, 2022
Contract Start Date	No later than October 30, 2021

Contractor shall review all terms and conditions as defined in this document. Contractor shall select from one of three options at the bottom of page 3 of Attachment #1 for the Contractor Work Order Renewal Fee Schedule 2022-2023. This document must be submitted by 9:am on September 2, 2022. Any items for negotiation shall be attached for consideration.

## XII. RULES GOVERNING COMPETITION

The City reserves the right to reject any and all responses. 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 to the RFP 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 Qualification 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.

The City will not be responsible for costs associated with preparing the RFP, or for costs including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the highest-ranked Contractor(s) and/or awarded contract and/or rejection of qualification. By submitting a RFP each Contractor agrees to be bound in this respect and waives all claims to such costs and fees.

Applicants should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

All RFP qualification responses must be signed by the Contractor authorized to enter into a PSA with the City. The name and

title of the individual(s) signing the qualification must be clearly shown immediately below the signature.

Contractor selection shall be announced within fifteen (15) business days of the submittal deadline. All offers must be complete and irrevocable for sixty (60) business days following the submission date. All materials submitted in response to this RFP shall become the property of the City. One copy shall be retained for the official files of the City and will become public record after award of the contract.

A Contractor may withdraw a qualification submittal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified qualification prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final qualification cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the City after the date of receipt and/or collective negotiations.

By RFP response submittal, the Contractor certifies that the prices submitted are done so without any previous understanding, agreement or connection with an person, firm or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

### XIII. REGULATIONS

The Contractor shall comply with all Federal, State and local laws, ordinances and regulations affecting the abatement, demolition and disposal of hazardous containing materials. This shall include all regulations for OSHA, NESHAP, LDEQ, HUD, Clean Air Act, etc. and included but not limited to:

- a. Occupational Safety and Health Administrations (OSHA):
  - i. Title 29 Code of Federal Regulations (CFR) Section 1910.1001 – General Industry Standard for Asbestos.
  - ii. 29 CFR Section 1910.1344 – Respiratory Protection
  - iii. 29 CFR Section 1926.1101 – Construction Industry Safety and Health Standards for Asbestos
  - iv. 29 CFR 1910.2 – Access to Employee Exposure and Medical Records
  - v. 29 CFR Section 1910.1200 – Hazard Communication
  - vi. 29 CFR Section 1910.145 – Specifications for Accident Prevention Signs and Tags
- b. Environmental Protection Agency (EPA):
  - i. Title 40 CFR Part 61 Subparts A and M (Revised Subpart B) – National Emission Standards for Asbestos
  - ii. 40 CFR Part 61.146 – Standard for Demolition and Renovation – Notification Requirements
  - iii. 49 CFR 106, 107, 171-179 – Transportation Safety Act of 1974, Hazardous Material Transportation Act
- c. American National Standard Institute (ANSI) Publications:
  - i. Z9.2-79 – Fundamentals Governing the Design and Operation of Local Exhaust Systems
  - ii. Z88.2-80 – Practice for Respiratory Protection

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 sublicenses of Contractor.

CmDv will qualify certain residential structure under the 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.51§5151(2019). Exemption requires a pre-demolition checklist for:

- a. Air Quality per LAC 33:III.1305: Use of water for control of dust;
- b. Solid Waste per LAC 33:VII.115: Waste segregation and disposal plan for proper disposition of wastes associated with demolition;
- c. Refrigerant Handling per 40 CFR Part 82, Subpart F: Refrigerant recovery prior to disposal of air conditioning systems.

During the abatement / 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.

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.

Salvage rights belong to Demolition Contractor, not the Abatement Contractor, unless the Abatement Contractor is authorized to treat the structure as RACM to remove and dispose of the entire structure, as defined on the *Work Order Assignment*

--END--

RFP #2203 Attachment #1  
Abatement Work Order RENEWAL Fee Schedule 2022-2023 **DRAFT**

Task	Work Description	Unit Price	Per
1	Wet all demolition activity	included	per job
2	Residential NESHAP Exempt structure, Collapsed, Non-Regulated ACM with transite for Abatement, Demolition & Disposal at C&D landfill	\$12 but Change Order allowed	sf
3	Abate & Dispose of Asphaltic & Transite Roofing Materials as ACM, including on Exempted Structures	\$2.05	sf
4	Abate & Dispose of Transite Siding, soffit and fascia, including on Exempted Structures	\$1.45	sf
5	Commercial Regulated ACM, Collapsed, tested structure for Abatement, Demolition & Disposal at RACM landfill	\$15 but Change Order allowed	sf
6	Collapsed Structure, ACM Abatement & Disposal (demolition by others)	\$0.65	sf
7	Abate & Dispose of Pipe and Pipe Fitting Insulation	\$5.00	lf
8	Abate & Dispose of Floor Tile & Mastic as ACM	\$2.15	sf
9	Abate & Dispose of Sheet Flooring as ACM	\$3.25	sf
10	Abate & Dispose of Window and Door Caulks and/or Glazing as ACM	\$4.00	lf
11	Abate & Dispose of Carpet & Mastic as ACM	\$2.00	sf
12	Abate & Dispose of Tar (like) Roofing Materials as ACM	\$2.75	sf
13	Abate & Dispose of Drywall & Joint Compound	\$2.15	sf
14	Abate & Dispose of Surfacing Materials as ACM, including plaster substrate, drywall wall & ceiling texture	\$2.65	sf
15	Abate & Dispose of Ceiling Tile as ACM	\$1.25	sf
16	Three (3) Day Expedited Additional Fee	\$125.00	per ADVF
17	Mobilization / Demobilization Fee (both count as 1 fee)	\$350.00	per day
18	Per Diem (for multiple days on location)	\$400.00	per day
19	Excessive Debris Removal	\$30.00	hourly

Prices shown above are based on Contractor Fee Schedules for final set unit prices submitted in response to RFP #2203 for 2022-2023. Abatement Contractor may elect to renew their existing contract to continue to participate in a rotating Work Order system for set pricing above. Final authority to set prices and implement Work Order system will be contingent on City Council approval. Council approval date to be determines, however, will be for October 31, 2022. Prices must be honored until contracts are signed or City Council denial.

Based on the RFP #2203, the Contractor rotation order is and will continue to be:

1<sup>st</sup>=TDC Enviromentals

If any NEW Contractors are added, they will be placed AFTER the current 1st Contractor.

Check one:

Contractor agrees to participate in a rotating Work Order system for the City of Alexandria's Nuisance Abatement Demolition Projects. Each task item listed will be performed for the agreed price shown above.

Contractor wishes to continue to participate in the established rotating Work Order system for the City of Alexandria's Nuisance Abatement Demolition Projects. However, Contractor is requesting price negotiation on the following item(s) (attach item list with requested pricing).

Contractor appreciates the opportunity in the qualification process, however, declines to participate in the rotating Work Order system.

Contractor is new to the rotating Work Order system and has elected to submit pricing to be considered for participation.

ADDENDUM NUMBER(S) ACKNOWLEDGED, IF APPLICABLE: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ P O BOX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DUNS NUMBER \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

EMAIL RFP #2203 COMPLETED FORM TO: [cda@cityofalex.com](mailto:cda@cityofalex.com) by  
Friday, September 2, 2022 at 9:am.