

**REQUEST FOR BIDS - 22<sup>ND</sup> St. SE Buyout****Asbestos Abatement Services – 403 22<sup>nd</sup> St. SE****Bid # 2016-A-01****City of Mason City****Issue Date: June 6, 2016**

<b>Name of the Bid</b>	<b>Asbestos Abatement Services – 403 22<sup>nd</sup> St. SE</b>
<b>Deadline for Questions</b>	Friday, June 10, 2016, 4:00 PM
<b>Deadline for Bid Submittal</b>	Wednesday, June 15, 2016, 2:00 PM
<b>SEALED Bids Shall Be Submitted To:</b>	Asbestos Abatement- 403 22 <sup>nd</sup> St. SE Diana Black, Deputy City Clerk 10 First ST. NW Mason City, IA 50401
<b>Method of Submittal</b>	Standard Mail Delivery, Express Mail Delivery or In Person
<b>Contact Person</b>	Tricia Sandahl, City Planner / Project Manager
<b>E-mail Address</b>	tsandahl@masoncity.net
<b>Phone/Fax</b>	641-421-3626(Voice) 641-421-3629 (FAX)

You are invited to submit a bid for the abatement and disposal of asbestos from the structures located at 403 22<sup>nd</sup> St. SE. Abatement must be done as proscribed in the Asbestos Abatement Specifications prepared by ATC Group Services, LLC. The manner of submittal is outlined on page 10 of this packet.

**In addition to removing ACM, OSHA regulations now require that we remove materials that contain chrysotile but at levels low enough that they are not classified as ACM. There are different removal techniques for this material so bidders are asked to split their bid into ACM and non-ACM removal on the bid forms. The alternate removal techniques are outlined in the abatement specifications. In addition, the non-ACM material shall be bagged and handled separately and tipped at the Landfill of North Iowa separately from the ACM.**

Any questions about the meaning, intent, or the specifications must be inquired into by the Bidder **in writing** no later than 4:00 PM on Friday, June 10, 2016. Fax, Email or deliver your written questions to the contact listed above. Questions will be responded to in the form of written addenda and posted with this Request for Bid on the City's website at [www.masoncity.net](http://www.masoncity.net) by 4:00 PM, Monday, June 13, 2016. All addenda will become part of the contract documents and are required to be acknowledged on the Signature Page.

**Any** communication, including conversation in person, by phone, fax or email between Bidders and any City employee, official, or representative other than the Project Manager as set out above during the entire competitive bidding process is **strictly prohibited**. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid. The ONLY position of the Applicant is that position which is stated in writing.

Sealed bids must be received at the office of the Deputy City Clerk by 2:00 PM, Wednesday, June 15, 2016 in order to be considered. If you wish to bid, please submit your sealed submittal in a mail container or envelope that is plainly marked on the outside as noted above.

Bidders should allow adequate time for delivery of their bid either by air freight, postal service, or other means. The City is not responsible for delays occasioned by the means of delivery employed by the bidder. The City will not open any bid responses received later than the date and time stated above. Late bids may be returned to the bidder unopened. Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines and email) are not acceptable and will be rejected upon receipt.

Each bid shall be completed on a form furnished by the City. Bids that do not utilize the forms furnished by the City will be disqualified as non-responsive and will not be considered. Each Bidder must submit an original bid on the forms provided by the City (attached) plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her bid correctly. The bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the City's form. The Contractor whom performed the asbestos survey work, or any affiliated company may not bid on this project

A summary survey and report of the asbestos containing material (ACM) identified in each structure, as prepared by ATC Group Services.(Hereinafter "ATC") is included in Appendix A to this bid request and should be used for general orientation purposes only. Bids should be prepared after careful examination of the abatement specifications prepared by ATC and available for download from the City's web page, [www.masoncity.net](http://www.masoncity.net). The detailed asbestos reports, including test results for the property, plans, specifications and proposed contract documents may also be examined at the office of the Development Services or downloaded from the City's web page, [www.masoncity.net](http://www.masoncity.net). Copies of said plans and specifications and form of proposal blanks may be secured at the same office, by bona fide bidders. The cost of a complete package for plans and specifications is \$50.00. All work is to be done in strict compliance with these plans and specifications.

No bidder walk-through will be conducted. However, individual contractor access to the property can be arranged by contacting the Project Manager. It is the responsibility of each bidder to familiarize themselves with the properties, the work to be completed at each property, and the City's timeline for completion of the work. Prospective bidders who wish to access structures to verify quantities must contact the Project Manager to obtain access to the properties. Anyone found on the property without first contacting the Project Manager may be subject to trespassing charges.

Bids will be opened at 2:15 P.M. on Wednesday, June 15, 2016 in the 3<sup>rd</sup> floor conference room of City Hall. The bid opening is the venue to announce the name of the bidders and the bids from the bidders. The successful bid will not be selected or announced at the bid opening. Bids will be evaluated promptly after opening. **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.** A bid tabulation will be posted to the City's web page, [www.masoncity.net](http://www.masoncity.net), no later than Friday, June 17, 2016.

No bid may be withdrawn for a period of forty-five (45) calendar days of the Bid Opening date. All bids will be evaluated against the bid evaluation criteria outlined later in this proposal.

If the total bid amount is less than \$20,000, the contract will be executed by the Director of Development Services. If the contract amount is \$20,000 or more, the contract must be approved by the City Council at their June 21, 2016 meeting.

Wherever requested throughout this document, a company representative who is authorized to bind the Contractor will sign on behalf of the company to indicate to the City that you have read, understand, and will comply with the Special Terms & Conditions and Instructions to Bidders & General Terms and Conditions attached hereto. The City of Mason City reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularity of any type or nature that are not material. The City may accept in whole or in part the bid which in the judgment of the bid evaluators is the lowest, most responsive and responsible bid meeting the bid criteria set forth herein. By submitting a bid for this project, the bidder represents that the bidder has examined the properties in question. Further, mathematical errors in individual bid tabulations and/or total bid summations

resulting in differing amounts than submitted will, at the sole discretion of the City, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The City will enter into such contract as it shall deem to be in its best interest. The City reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. Non-adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be rejected.

**ALL BIDDERS MUST SUBMIT WITH THEIR BID A COPY OF THEIR CURRENT IOWA CONTRACTOR REGISTRATION AND CURRENT IOWA ASBESTOS CONTRACTOR'S PERMIT, IF THE REGISTRATION OR PERMIT HAS CHANGED SINCE THEIR RESPONSE TO THE RFQ WAS SUBMITTED.**

**ALL WORKERS IN THE REGULATED AREA/HOT ZONE MUST BE APPROPRIATELY LICENSED FOR THEIR WORK WITH ASBESTOS CONTAINING MATERIAL, AND CARRY SUCH LICENSE ON THEIR PERSON AT ALL TIMES.**

## **SCOPE OF WORK**

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All abatement work at 403 22<sup>nd</sup> St. SE must conform to the Scope of Work outlined in the Abatement Specifications prepared by ATC Group Services, LLC. A copy of the Abatement Specifications are attached and will become a part of the contract by reference. The work must also be completed as outlined in RFQ 2016-D-02, "Request for Qualifications for Asbestos Abatement Services," which will be included in the contract by reference. A copy of the RFQ is available on the City's web site, [www.masoncity.net](http://www.masoncity.net). The Contractor understands and agrees that abatement in the most expeditious manner possible is of the utmost important and will make every effort to complete all abatement work in the shortest time possible.

The Scope of Work shall include the following tasks to be completed as specified in the Asbestos Abatement Specifications prepared by ATC Group Services, LLC:

- Removal of all ACM identified in the Asbestos Survey for 403 22<sup>nd</sup> St. SE (included in the Abatement Specifications), in accordance with the all applicable State, Federal and Local regulations.
- Removal of all materials identified as containing 1% or less of chrysotile in accordance with OSHA standards as identified in the Abatement Specifications.
- Documentation of all amounts of ACM removed from each structure.
- Documentation of all amounts of non-ACM removed from each structure in accordance with OSHA standards.
- Documentation of all ACM disposal at the Landfill of North Iowa site through the use of Load Tickets and Landfill Tickets. Load tickets will be issued by the City's debris monitor. Landfill Tickets will be issued by the Landfill of North Iowa. The Contractor shall provide copies of the load tickets to the City within 48 hours of tipping.
- Documentation of all non-ACM removed according to OSHA standards, at the Landfill of North Iowa site through the use of Load Tickets and Landfill Tickets. Load tickets will be issued by the City's debris monitor. Landfill Tickets will be issued by the Landfill of North Iowa. The Contractor shall provide copies of the load tickets to the City within 48 hours of tipping.
- Coordinating a follow-up asbestos survey with CARDNO Cardno ATC. to confirm that the identified ACM has been removed.
- Providing information as requested by the Project Monitor or CARDNO ATC Associates, Inc., who provided the above referenced Asbestos Surveys.

The Contractor agrees to furnish all tools, equipment, labor and materials for the proposed asbestos removal in accordance with all applicable plans, specifications, codes and ordinances of the City of Mason City, Iowa, Asbestos Statutes and Rules, (published by the Iowa Division of Labor), the Federal Register, 40 CFR Part 61, NESHAP and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR.

**By submitting a bid, the Contractor certifies that it is an Iowa-registered contractor, an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform work on this project will have appropriate Iowa asbestos licenses. The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate if the permit or registration has changed or updated since the Contractor's response to the RFQ was submitted.**

**Monitoring of Work:** This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor abatement procedures at the worksite. In addition, the work will be monitored by the City and other applicable agencies.

**Standard of Work:** The Contractor shall maintain all work sites to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state and local requirements. The Contractor shall conduct all work in accordance with the Abatement Specifications prepared by ATC Group Service, LLC and as outlined in the RFQ.

**Post-Abatement Inspection:** The Contractor shall coordinate a post-abatement asbestos inspection with CARDNO ATC Associates, Inc. the City's asbestos testing contractor, to verify that all identified ACM has been removed. If the Contractor calls for a final inspection and the inspection fails, the Contractor may be charged a \$200.00 fee per failed inspection, with the fee payable to ATC Group Services LLC. The Contractor will be recalled to complete any work examined and deemed not satisfactorily completed. The Contractor's failure to perform timely work as outlined in the survey reports or an inordinate number of recalls to properly complete work shall constitute a material breach of the Contract. This will be a basis for termination and/or the filing of a claim against the Contractor's Surety.

## **DEBRIS MONITOR**

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A Debris Monitor will be employed by the City to monitor the performance of this Contract. Direction by the City in this proposal shall also mean direction by the Monitor. The Monitor will not have the authority to grant deviations from this Contract. No ACM shall be removed from the job site without the presence of the Monitor. The Monitor will issue a proper load ticket to document the origin of the load, date, contractor name, truck number, and loading departure time. If at any time the Monitor determines that work is not being conducted in an appropriate manner, the Monitor shall have the authority to stop all work.

## **BOND REQUIRED**

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The minimum bonding requirements are as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. The bid guarantee shall be included with the bid in the manner outlined herein. Bidders should note that a company check, personal check or cash are not acceptable forms of bid guarantee. Bids guaranteed by a company check, personal check or cash will not be considered.
2. Prior to or upon execution of the Contract, the Contractor must provide the following:

- a. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- b. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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## **HOLD HARMLESS REQUIREMENTS**

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The Contractor agrees to protect, defend, indemnify and hold harmless the Applicant, its officers and employees, the US Government, FEMA, State of Iowa, their agencies and agents from any and all claims, damages, liability, loss and expense of every kind and nature made, arising out of, resulting from or incurred by reason of any claims, actions or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor’s operation under this contract, whether by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor is not and shall not be deemed an agent or employee of the Applicant.

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## **TERM OF CONTRACT**

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The work to be performed under this contract shall commence no later than July 1, 2016 and shall be completed no later than 4 PM, Friday, July 15, 2016 Time extensions will not be granted

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## **PRICING**

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All prices quoted by the Contractor shall include mileage, insurance, gas, maintenance, labor, administrative costs, equipment, and all other charges (exclusive of taxes). There shall be no charge for overtime or holiday premium pay. This contract will not waive tipping fees, landfill charges, or other disposal costs. All tipping fees and disposal costs shall be paid by the Contractor. The City will withhold payment to the Contractor until the Landfill of North Iowa has confirmed that the tipping fees for the project have been paid by the Contractor.

The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

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## **FORM OF CONTRACT**

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The anticipated form of contract follows. Any contract amount less than \$20,000 will be executed by the Director of Development Services and the Contractor. Any contract amount of \$20,000 or more must be approved by the City Council.

DRAFT**ASBESTOS ABATEMENT SERVICES CONTRACT – 403 22<sup>nd</sup> St. SE****Contract 2016-D-xx****22<sup>nd</sup> St. SE Buyout**

**ARTICLES OF AGREEMENT**, made this \_\_\_ day of June 2016, between the City of Mason City, a Municipal Corporation of Cerro Gordo County, Iowa, by its Director of Development Services/Mayor, through authority conferred upon him by its Council, hereinafter called CITY and \_\_\_\_\_, hereinafter called CONTRACTOR, for asbestos abatement services related to the acquisition of structures for Mason City's voluntary acquisition program.

**PROPERTIES INCLUDED IN THIS CONTRACT:** This contract covers only the property located at 403 22<sup>nd</sup> St. SE

**CONTRACT AMOUNT:** As outlined in the CONTRACTOR'S bid for this property submitted on June 15, 2016 (herein as Attachment B), the cost of services shall not exceed \$\_\_\_\_\_

**WITNESSETH:** That for and in consideration of the mutual covenants herein contained, the parties hereto agree with each other as follows:

**I. GENERAL CONDITIONS:**

1. Time is of the essence in this project.
2. The Contract consists of the:
  - a. The CITY'S Request for Qualifications (Attachment A)
  - b. The CONTRACTOR'S written RFQ Response (Attachment B)
  - c. The CITY'S Request for Bids (Attachment C)
  - d. Written bid response submitted by CONTRACTOR (Attachment D)
  - e. The CONTRACTOR'S Bond in the amount of \$\_\_\_\_\_
  - f. City Council resolution approving the Contract (If applicable)
  - g. Notice to Proceed
3. The CITY is obligated to issue a written Proceed Order within 48 hours from the acceptance of the CONTRACTOR'S Proposal. If the Proceed Order is not received by the CONTRACTOR, the CONTRACTOR has the option of withdrawing his or her Quote and Proposal.
4. The CONTRACTOR shall commence work within fifteen (15) days after issuance of the Proceed Order.
5. The CONTRACTOR shall begin work no later than 8 am, July 1, 2016 and shall complete work and obtain clearance no later than 4 pm on Friday, July 15, 2016.
6. The CONTRACTOR shall provide the work as outlined in the CITY'S Request for Qualifications and Request for Bids as outlined in the CONTRACTOR'S proposal.
7. Payment under this Contract shall be progress payments and shall be made based on the work item completed and invoiced. Payments will generally be made within 45 days of receipt of the invoice and only upon approval by the City Council. Invoices shall be directed to the Project Manager:

Tricia Sandahl, City Planner  
City of Mason City of Mason City 10 First St. NW  
Mason City, IA 50401

8. No modification of this Contract shall be made except by written Change Order, signed by the CONTRACTOR, accepted and approved by the CITY. Any changes made to this Contract without obtaining

such approval shall be the CONTRACTOR'S liability. NO work shall be done until written change orders are executed and signed.

9. Government-Mandated Provisions. Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Specific exclusions are noted in bold below. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(h) and (i).

During the performance of this Contract, the Contractor itself, its assignees and successors in interest agree to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

- A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of two (2) days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

- B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A (d).
- C. Termination for Convenience. Applicant may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, fax, phone or email.
- D. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- E. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)
- F. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of

\$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding) **THE DAVIS-BACON ACT DOES NOT APPLY TO THIS PROJECT.**

- G. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers) **THIS ACT DOES NOT APPLY TO THIS CONTRACT.**
- H. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.
- I. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel, whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Iowa Homeland Security and Emergency Management Division (HSEMD), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.
- J. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
- K. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- L. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- M. Bonding requirements. The minimum bonding requirements are as follows:
- (1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of

his bid, execute such contractual documents as may be required within the time specified. Applicant agrees to release this bond within seven (7) days of Contract award.

CITY hereby acknowledges receipt of the following:

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
  - (3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
10. No public official or employee of the CITY shall have any interest, direct or indirect, in this Contract.
  11. It is hereby specified and set forth that only the work called for is subject to this Contract. The CONTRACTOR and/or CITY shall be required to abide by the terms of this document, when properly executed, regardless of any other “side agreements” or “changes” oral or written. Any “side agreements” or “changes” shall have no effect on this document and the CONTRACTOR understands that it is entering into these “side agreements” or “changes” at its own risk.
  12. The CONTRACTOR shall provide ready access to any books, documents, papers and records which are pertinent to a specific Grant for the purpose of making audit, examination, excerpts and transcriptions to the CITY, the Homeland Security and Emergency Management Division of the Iowa Department of Public Safety, the Federal Emergency Management Agency, the Comptroller General of the United States, or any duly authorized representatives for a period not less than three (3) years from the date of final payment.
  13. The CONTRACTOR and CITY by entering into this Contract, do by said act, warrant and represent, that to the best of their knowledge, no officer, employee, or agent of the City of Mason City who exercises any function or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal financial interest, direct or indirect, in this Contract.
  14. The CITY shall release all monies due to CONTRACTOR for work satisfactorily performed under this Contract regardless of any problem, complaint or dissatisfaction with work or materials contracted for, either orally or in writing, outside of the scope of this document.

**IN WITNESS WHEREOF**, the respective parties hereto have caused this instrument to be duly subscribed and sealed and executed.

For the CITY OF MASON CITY, IOWA

By \_\_\_\_\_ Date: \_\_\_\_\_

For the CONTRACTOR

By \_\_\_\_\_ Date: \_\_\_\_\_

## **BID SUBMITTAL REQUIREMENTS**

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In order to be considered complete, your sealed bid should be assembled and submitted as follows:

1. One sealed envelope labeled “SEALED BID: Asbestos Abatement – 403 22<sup>nd</sup> St. SE” and containing the following:
  - a. A sealed envelope clearly labeled “Bid Surety” containing a bid surety in the amount of 5% of the bid. Bid surety may be in the form of a bid bond or cashier’s check.
  - b. One sealed envelope labeled “Bid” containing the following:
    - i. Form 1: Signature Page
    - ii. Form 2: Bid sheet for 403 22<sup>nd</sup> St. SE
    - iii. Updated insurance information, if the information provided in your RFQ response has changed.
    - iv. Updated abatement permits, license and contractor registration, if the information provided in your RFQ response has changed.

**FORM 1 – SIGNATURE PAGE**

The undersigned Bidder, having examined these documents and having full knowledge of the conditions under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, consisting of the total of the tabulated amounts, for abatement 403 22<sup>nd</sup> St. SE, Mason City Iowa, is \$ \_\_\_\_\_

**Amount in written form:** \$ \_\_\_\_\_

*The correct summation of actual bid tabulation figures for the disposition of each structure as determined by the City will supersede any amounts shown on this page.*

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print) \_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**EXCEPTIONS/DEVIATIONS** to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Any deviation from this specification **MUST** be noted in detail. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder’s name should be clearly shown on each document. If your company has no exceptions/deviations, please write “No Exceptions” here:

\_\_\_\_\_

**FIRM PRICING.** Offered prices shall remain firm for a minimum of 45 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

**ADDENDA (It is the Bidder’s responsibility to check for issuance of any addenda).** The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_ Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

We choose not to bid at this time but would like to be considered for future requests for bid.

**FORM 2 – BID SUBMITTAL FORM**

Having examined the specifications and related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including the availability of labor, materials and equipment, licenses and permits, the undersigned hereby proposes to perform the required work in accordance with this Request for Bid and the prices stated. Contractor agrees to commence work under this contract on a date specified in a written "Notice to Proceed," and complete the work in the time allotted. All tipping fees shall be included in the bid amount. **FAILURE TO COMPLETE EACH LINE ITEM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE. LUMP SUM BIDDING, INCLUDING BIDDING AN ESTIMATED QUANTITY OF "1" WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

**ADDRESS: 403 22<sup>ND</sup> St. SE, Mason City, Iowa**

#	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1	Removal of ACM (2% Chrysotile): 12" Floor Tile, 432 sq. ft.), in hours: <b>INCLUDE TIPPING/DISPOSAL FEES</b>	Hrs.	\$/hr	\$
2	Removal of non-ACM (<1% Chrysotile) removed per OSHA standards: 1,200 sq. ft. ceiling texture and 7,500 sq. ft. drywall mud, in hours: <b>INCLUDE TIPPING/DISPOSAL FEES</b>	Hrs	\$/hr	\$
3	Document quantities of ACM removed, in hours	Hrs.	\$/hr	\$
4	Document disposal of ACM at landfill via load ticket and landfill tickets, in hours	Hrs.	\$/r	\$
<b>TOTAL NOT TO EXCEED* (NUMERIC)</b>				\$

**TOTAL NOT TO EXCEED\* (WRITTEN)** \_\_\_\_\_

**Form Prepared by:** \_\_\_\_\_

*Print Name*

\_\_\_\_\_  
*Signature*

**Authorized Representative of:** \_\_\_\_\_

*Print Contractor Name*

\*Any changes to the Not to Exceed price must take the form of written amendment.