

City of Jasper, Indiana

Jasper Municipal Utilities

Request for Proposal

for the

Demolition and / or Purchase of the

Former Jasper Power Plant Property and Associated Structures

December 21, 2015

Table of Contents

1	INTRODUCTION	3
2	BID DOCUMENTS	4
2.1	PURPOSE	4
2.2	CONTACT INFORMATION	4
2.3	HEALTH AND SAFETY PROVISIONS	4
2.4	CONTRACTOR'S UNDERSTANDING	4
2.5	BONDING AND INSURANCE REQUIREMENTS	5
2.6	PERMITS, LICENSES, AND ORDINANCES	5
2.7	TAXES AND FEES	5
2.8	BID WALKTHROUGH SCHEDULE	6
2.9	SUBMISSION OF BID	6
2.10	BASIS FOR AWARD	6
2.11	NOTICE TO PROCEED	7
2.12	QUALITY AND WORKMANSHIP	7
3	SITE ACTIVITIES FOR DEMOLITION	8
3.1	SITE CONDITIONS	8
3.2	DEMOLITION ACTIVITIES	8
3.2.1	<i>Asbestos Abatement Activities</i>	8
3.2.2	<i>Excavation Activities</i>	9
3.2.3	<i>Backfilling and Compaction</i>	9
3.2.4	<i>Surface Restoration</i>	9
3.2.5	<i>Construction Fencing</i>	10
3.2.6	<i>Storm Water / Erosion Control</i>	10
3.2.7	<i>Dust Control</i>	10
3.2.8	<i>Transportation Requirements</i>	10
4	PURCHASE REQUIREMENTS	11
4.1	PURCHASE OVERVIEW	11
4.2	PROPOSED USE	11
4.3	FINANCE OVERVIEW	11
4.4	LOCAL STATUTES	11
4.4.1	<i>Subpart A</i>	11
4.4.2	<i>Subpart B</i>	11
4.4.3	<i>Subpart C</i>	12
4.5	DEVELOPMENT APPROVAL	12

FIGURES

Figure 1 – Vicinity Map

Figure 2 – Site Plan

1 Introduction

The site is referred to as the Former Jasper Power Plant located at 1163 East 15th Street in Jasper, Indiana. The site includes two parcels of land, encompassing approximately 9.76 acres (excluding the Riverwalk parking area), identified with parcel identification numbers: 19-06-25-700-027.000-002 and 19-06-25-300-031.000-002. The site is currently an inactive coal fired power plant; however, the facility is maintained in operating condition. The plant facility is located on the northwest corner of the site and consists of several operations rooms, offices, maintenance areas, boiler areas, a turbine room, and coal transfer areas. A maintenance shop is located southeast of the plant. A cooling tower structure is also located southeast of the plant. A storage shed is located north of the cooling tower. A storage building (Quonset hut) containing equipment and supplies is located on the southwest corner of the property. Concrete storage bins are located on the northeast portion of the site and were most recently used by the City for salt and sand storage. Concrete and asphalt pavement is improved on the north portion of the site. A gravel lay-down lot is located south of the plant. A residential building is located on the southwest portion of the site. Grass and wooded areas make up the south and east portions of the site. A Vicinity Map is provided as **Figure 1** and a Site Plan is provided as **Figure 2**.

Multiple assessments of the building and subsurface were conducted at the site from 2010 to 2015. The previous investigations conducted at the site include the following:

- Plant Condition Assessment Study, dated January 2010, by Black & Veatch,
- Phase I Environmental Site Assessment, dated December 9, 2014, by Cardno ATC,
- Phase II Limited Subsurface Investigation (LSI), dated May 18, 2015, by Cardno ATC,
- Lead-Based Paint (LBP) and Asbestos Investigation Report, dated April 28, 2015, by Cardno ATC.

The January 2010 Plant Condition Assessment Study was performed at the site to determine the existing condition of the plant and determine the market value of the plant.

Based on the May 2015 Phase II LSI, contaminants of concern (COCs) were identified in the soil and groundwater at concentrations that exceed the Indiana Department of Environmental Management (IDEM) Remediation Closure Guide (RCG) Screening Levels (SLs). Should the soil be excavated or disturbed at the site, then the material should be managed according to state and federal guidelines. In addition, regulated asbestos containing materials (RACM) were identified on the site that would need to be removed prior to proposed demolition of the on-site structures.

The prior assessments conducted on the site are available for review on the City of Jasper's website.

- <http://www.jasperindiana.gov/department/index.php?structureid=21>

The City of Jasper is requesting bids for one or both of the following options:

Option 1: The City of Jasper is requesting bids for demolition (including asbestos abatement) of the proposed structures associated with the former Jasper Power Plant.

Option 2: The City of Jasper is also requesting bids for the purchase of the site (as-is) from interested parties (may require appraisals in advance of accepting offer).

It is not a requirement that interested parties/contractors bid on both **Option 1** and **2**.

Parties interested in purchasing only major components of the facility shall team with other contactors in order to provide a united bid to meet all requirements of this document.

2 Bid Documents

2.1 Purpose

The purpose of this bid package is to solicit bids for one or both of the following options:

Option 1: The City of Jasper is requesting bids for demolition of the proposed structures associated with the former Jasper Power Plant. The structures requested to be removed by the City of Jasper include the former power plant, the maintenance shop, and the cooling tower structure. The Contractor's bid will include the charges that would be assessed for the proposed demolition, asbestos abatement, loading, transport, disposal, confirmatory air sampling (for asbestos-related work), backfilling, compaction, and surface restoration activities. Details of the required activities can be found in Section 3.0.

Option 2: The City of Jasper will accept bids from interested parties for the purchase of the site in its current condition. The City of Jasper is willing to accept bids on certain portions of the site or all of the site. The purchaser shall be responsible for demolition/renovation requirements as it pertains to future development/construction activities on the site.

2.2 Contact Information

Any questions or comments may be directed to:

Brian L. Kleeman, L.P.G.
Project Geologist
ATC Group Services, LLC
6149 Wedeking Avenue, Building D, Suite 2
Evansville, Indiana 47715
812.477.1176, Ext. 1
Email: brian.kleeman@atcassociates.com

2.3 Health and Safety Provisions

The Contractor shall be responsible for full compliance with all applicable health and safety provisions by their employees and by their subcontractors. Work procedures shall conform to all EPA, OSHA, Federal, State, and local laws, regulations, and ordinances. The Contractor will provide personnel trained in accordance with 29 CFR 1910.120. It is recommended that a Site Health and Safety Plan is completed for the site, which describes in general terms any anticipated health and safety hazards associated with the operations at the site.

2.4 Contractor's Understanding

The Contractor **MUST** attend the Bid Walkthrough in order to be eligible for bidding on the demolition portion of this project. No demolition bids will be accepted from Contractors who did not attend the scheduled walkthrough. No additional walkthroughs will be scheduled to re-visit the site. The Contractors attending the walkthrough will be provided access to the on-site structures for observation. No demolition activities will be permitted prior to the start of the project.

Each Contractor must be informed of the conditions relating to the execution of the work. It shall be the Contractor's obligation to verify conditions and to identify any difficulties likely to be encountered in the execution of the work. The selected Contractor shall provide the labor, proper and adequate equipment, and continuous on-site supervision to allow for the completion of the scope of work in a timely manner.

The selected Contractor will be required to fully comply with all requirements of the contract documents. The Contractor awarded the contract shall comply with, all federal, state, and local laws, statutes, and ordinances relative to the execution of the work.

The Contractor shall invoice the City of Jasper in accordance with the proposed fee schedule and provide the required invoicing details. The work under this contract shall be performed on a "Not to Exceed" amount. The Contractor assumes all additional costs with the proposed bid amount, unless otherwise approved by the City of Jasper.

Should the Contractor's bid determine that the salvage value (i.e. scrap metal value) will exceed the proposed cost of demolition activities, the Contractor shall make full payment of the bid amount to the City of Jasper prior to initiating demolition/salvaging activities at the site.

2.5 Bonding and Insurance Requirements

The City of Jasper shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The bonding requirements for contracts for construction shall be as follows:

- A Bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
- A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.
- A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.
- The selected Contractor shall, as a condition precedent to contract execution, purchase and thereafter maintain property damage insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate. The selected Contractor shall, as a condition precedent to contract execution, purchase and thereafter maintain public liability insurance for bodily injury insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate. The selected Contractor shall provide workers' compensation insurance as required by Indiana law.

NOTE: The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner *before* construction begins on the project.

2.6 Permits, Licenses, and Ordinances

The Contractor shall at all times comply with all applicable EPA, OSHA, federal, state and local ordinances, laws and regulations. The Contractor shall protect and indemnify Cardno, the City of Jasper, their respective employees, officers and agents against any claim or liability arising from or based on the violation of such laws, ordinances, or regulations. The Contractor must acquire and pay the cost of all building permits and all other permits or licenses necessary to complete the Work.

2.7 Taxes and Fees

The Contractor awarded the contract shall pay all applicable taxes and fees, as required by state, county, and local laws and statutes. The Contractor's estimate of the taxes and fees to be paid shall be included in the Bid.

2.8 Bid Walkthrough Schedule

A site walkthrough has been scheduled at **10:00 am E.T. on Wednesday January 20, 2016**. As discussed above, the Contractor **MUST** attend the Bid Walkthrough in order to be eligible for bidding on the demolition portion of this project. The walkthrough is expected to include a brief discussion about the proposed scope of work, allow access to the site structures for observation, and address any questions the Contractors may have regarding the project. It is recommended that an asbestos abatement contractor accompanies the Contractor during this walkthrough due to the presence of RACM in the site structures.

2.9 Submission of Bid

All demolition or purchase bids shall be delivered to the City of Jasper in Jasper by **4:00 pm E.T. on Tuesday February 23, 2016**. All Bids must be submitted no later than the time prescribed, at the place, and in the manner set forth below. Bid documents shall be labelled with the Contractor's return address and addressed as follows:

To: City of Jasper
Jasper Municipal Utilities
PO Box 750
600 Main Street
Jasper, Indiana 47547-0750
Bid Submittal:
Former Jasper Power Plant

Without exception, demolition bids are to include the following items:

1. The signed cost of proposal.
2. A detailed description of the work items and associated activities with sufficient detail the City can evaluate the Contractor's understanding of the work.
3. A preliminary schedule of major activities with start and completion dates. Contractors should state the expected project duration for the services requested.
4. Identification of proposed subcontractors to be used by the Contractor.
5. Acknowledgement of Addendum, if applicable.
6. A list of similar projects completed within the last five years.
7. A description of the expertise, experience, and resources directly relevant and available for the proposed project.
8. A list of references.
9. Resumes of staff members that will work on the project.

2.10 Basis for Award

All demolition bids will be evaluated by the City of Jasper for the proposed demolition activities. The project will be awarded to the responsible Contractor submitting the most appropriate Bid for the Contract and complying with the conditions of the Instruction to Contractors and the Contract Documents. Contractors are cautioned that their Bids must be clear, concise, and appropriately address the portion of Work that is being bid on. Incomplete Bids or Bids which are not clear may be subject to rejection. The City of Jasper reserves the right to reject any and all Bids as it relates to the proposed work.

2.11 Notice to Proceed

The City of Jasper shall issue Notice to Proceed upon acceptance of the Contractor's bid and contract agreement by both parties. The Contractor shall promptly initiate work upon receipt of the Notice to Proceed.

2.12 Quality and Workmanship

Any portion of the Contractor's work in which the City of Jasper determines to be inconsistent with the proposed demolition requirements or applicable specifications will be immediately corrected by the Contractor to bring the materials, workmanship, or work into compliance. If the Contractor fails to correct the deficiencies, the City of Jasper (after notification), may have the deficiencies corrected and deduct the expenses from the payment due to the Contractor.

The Contractor must perform the work with a high regard for quality, being particularly attentive to the quality of the surface restoration. Any settling or premature deterioration of the restored surface areas within one (1) year of project completion shall be repaired immediately by the Contractor at no additional expense to the City of Jasper.

3 Site Activities for Demolition

3.1 Site Conditions

The site consists of a former power plant. Ground cover consists of concrete and asphalt pavement on the north portions of the site. A gravel lot is located on the southwest portion of the site. Grass and wooded areas are noted on the east and southeast portions of the site. Multiple buildings are located on the site including the former plant, a maintenance shop, a storage building, the cooling tower, and a residential building. The former plant, maintenance shop, and cooling tower structures are proposed for demolition. A summary of the on-site buildings proposed for demolition is presented in the table below.

Building Identification	Location on Site	Number of Floors	Square Footage (approximate)
Former plant	North	Four story with a partial basement	32,725
Maintenance shop	North	One-story (slab on grade)	1,000
Cooling Tower	Central	One	4,875

A Site Plan is provided as **Figure 2** depicting surface structures on the site.

3.2 Demolition Activities

The Contractor shall remove the former plant, the maintenance shop, and the cooling tower structures. All building components including (but not limited to) slab and footings will be removed from the site aboveground to at least three feet deep to allow for future development. Any subsurface piping encountered during demolition activities will need to be removed to a depth of at least three feet below ground surface and filled-in or capped to ensure structural integrity is being met for future development. The Contractor will be responsible for all costs associated with demolition. The Contractor shall coordinate project activities with the City, sub-contractor regulatory agencies, and other parties as needed.

3.2.1 Asbestos Abatement Activities

Based on Cardno ATC's Lead-Based Paint and Asbestos Investigation Report of the Jasper Power Plant, dated April 28, 2015, regulated ACM (RACM) are present at the site that will require removal prior to demolition of the on-site structures. The RACM includes materials on building components and loosely-stored materials. A total of approximately 39,802 square feet, 328 linear feet, and 4 cubic feet of RACM were identified at the site during the ACM survey. These quantities are not intended to be used as a bidding document. Field verification should be performed to determine actual quantities of RACM. It is the Contractor's responsibility to accurately quantify the asbestos materials for the cost of the removal. The Contractor who is awarded the job will be responsible to locate and remove all the asbestos containing materials within the designated work area. This includes the materials listed in the provided asbestos report and any additional asbestos containing materials discovered during the project. The Contractor will be responsible for all costs associated with asbestos abatement including necessary monitoring.

Copies of the Cardno ATC's 2015 prior report and Asbestos Abatement Specifications will be provided to Contractors as an addendum to this Bid Request.

3.2.2 Excavation Activities

Based on prior investigations at the property, tetrachloroethene, naphthalene and arsenic were detected in one or more of the collected soil/groundwater samples at concentrations exceeding the Indiana Department of Environmental Management (IDEM) Remediation Closure Guide (RCG) Residential Screening Levels. Arsenic was also detected above the RCG Commercial Direct Contact Screening Level in two soil samples collected from 2-4 feet and 12-14 feet below ground surface. No contaminants of concern (CoCs) were detected at concentrations exceeding the RCG excavation direct contact screening level, which would be most applicable to the proposed construction at the site. Should soil excavation take place at the site, then the soils will need to be handled/disposed of according to state and federal guidelines. The excavation of soil is expected to be minimal as part of the proposed demolition.

Historically, groundwater has been encountered at depths ranging from approximately 1 to 15 feet below ground surface (ft-bgs) across the site. Near the buildings proposed for demolition, groundwater was encountered at depths ranging from approximately 5 to 15 feet below ground surface.

Some of the demolition work including removal of subgrade building components may be performed in areas where there are underground utilities. The Contractor will be responsible for clearing underground utilities with Indiana Underground Plant Protection Service. The Contractor must use caution in these areas. All lines that are damaged during the demolition activities shall be repaired prior to surface restoration.

The Contractor is responsible for excavating, stockpiling, loading and hauling of the impacted soil. Disposal costs associated with the soil (if any) will be handled by the Contractor. If stockpiling of contaminated soil is necessary, it shall be placed on visqueen (plastic) and covered with the same or placed into roll-offs.

3.2.3 Backfilling and Compaction

For areas below the existing surface grade area exposed after demolition/removal of building components, these areas need to be backfilled using imported "clean" backfill. Before fill placement begins, the site subgrade should be proofrolled to verify competent fill base support. The proofrolling should be inspected by a geotechnical engineer to ensure quality control is being met. Once approved, the placement of backfill may commence.

Structural fill placed at the site may include cohesive or granular soil. Structural fill should be placed in 8-inch maximum loose lifts and compacted to at least 98 percent of maximum dry density as determined by Standard Proctor (ASTM D698). The supplier of the backfill material shall provide the appropriate proctor. If proctor results are not available by the supplier, than a Proctor test will need to be performed by an accredited laboratory. Moisture content should be maintained from plus or minus 2 percent of the standard Proctor optimum moisture content. A failed lift must be recompacted and retested until the compaction objective is met. The Contractor will be responsible for costs associated with third party testing and inspection of backfill. Third-party density testing shall be performed to document that compaction standards are being met.

3.2.4 Surface Restoration

The top 6 inches of backfill shall include topsoil and should be placed to match the existing surface grade. Grass seed and straw placement will need to be applied to the topsoil to allow for future vegetative growth.

3.2.5 Construction Fencing

The Contractor shall provide barriers and fencing to prevent unauthorized entry to construction areas and to protect employees and other personnel from personal injury or damage from construction operations.

3.2.6 Storm Water / Erosion Control

The Contractor shall follow all local, state, and federal regulations regarding storm water erosion control. The Contractor shall be responsible for costs to obtain permitting and the implementation a Stormwater Pollution Prevention Plan (SWPPP). The Contractor shall make necessary precautions to protect the site and adjoining properties from erosion during demolition operations.

3.2.7 Dust Control

The Contractor shall execute the work utilizing methods that minimize the generation of dust from construction operations. The Contractor shall provide positive means to prevent airborne dust from dispersing into the atmosphere. It is essential that during construction operations at site that dust from surface cutting, excavations, and other necessary work be minimized.

3.2.8 Transportation Requirements

The Contractor shall consult with the City of Jasper regarding transportation routes required for the proposed demolition and/or disposal activities. This is necessary to prevent damage to existing roadways, bridges, etc. and to minimize disturbance to heavily populated areas.

4 Purchase Requirements

4.1 Purchase Overview

The City of Jasper will accept bids from interested parties for the purchase of the site in its current condition (as-is). The City of Jasper is willing to accept bids on certain portions of the site or all of the site. The purchaser shall be responsible for demolition/renovation requirements as it pertains to future development/construction activities on the site. The January 2010 Plant Condition Assessment Study by Black & Veatch was conducted to determine the existing condition of the plant and determine the market value of the plant. Other assessments on the site include a Phase I ESA, Phase II LSI, and an Asbestos/Lead-Based Paint Investigation. The prior reports are available for review on the City of Jasper's website.

- <http://www.jasperindiana.gov/department/index.php?structureid=21>

4.2 Proposed Use

Interested purchasers shall provide the City of Jasper with details regarding the proposed use of the site. The purchaser shall include the quantity of land (parcels, acreage) and structures (if any) as part of the bid. The proposed use of the site shall not include future activities that will environmentally impact the site or adjacent properties. The purchaser is responsible for reviewing the findings of the environmental reports and ensure that areas of concern are addressed/managed according to state and federal guidelines.

4.3 Finance Overview

The purchaser(s) shall provide the City of Jasper with the method of payment (finance, cash, etc.) as part of their bid. The City of Jasper may choose to conduct a financial assessment of the purchaser(s) prior to sale to determine the financial viability of such purchaser(s).

4.4 Local Statutes

If selected, the purchaser shall follow the City of Jasper laws, statutes, and regulations for the purchase of a City-owned municipal property.

4.4.1 Subpart A

The Contractor shall comply with all applicable federal, state, and local land use, planning, and zoning rules, regulations, laws, and ordinances; and all provisions required thereby to be included herein are hereby incorporated by reference. Contractor further acknowledges that Owner shall be required to comply with federal, state and local laws with regard to sale of property, if applicable, and Contractor agrees to abide by such requirements.

Should the subject transaction necessitate use of an appraisal(s), pursuant to I.C. §36-1-11-3 (or similar requirement), Contractor acknowledges that such appraisal may impact the terms under which Owner may dispose of property.

The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Owner and the Contractor to determine whether the provisions of this Contract require formal modification.

4.4.2 Subpart B

The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety,

and environmental statutes, rules, or regulations in the performance of work activities. Failure to do so may be deemed a material breach of the Contract and grounds for immediate termination and denial of further work with the City.

4.4.3 Subpart C

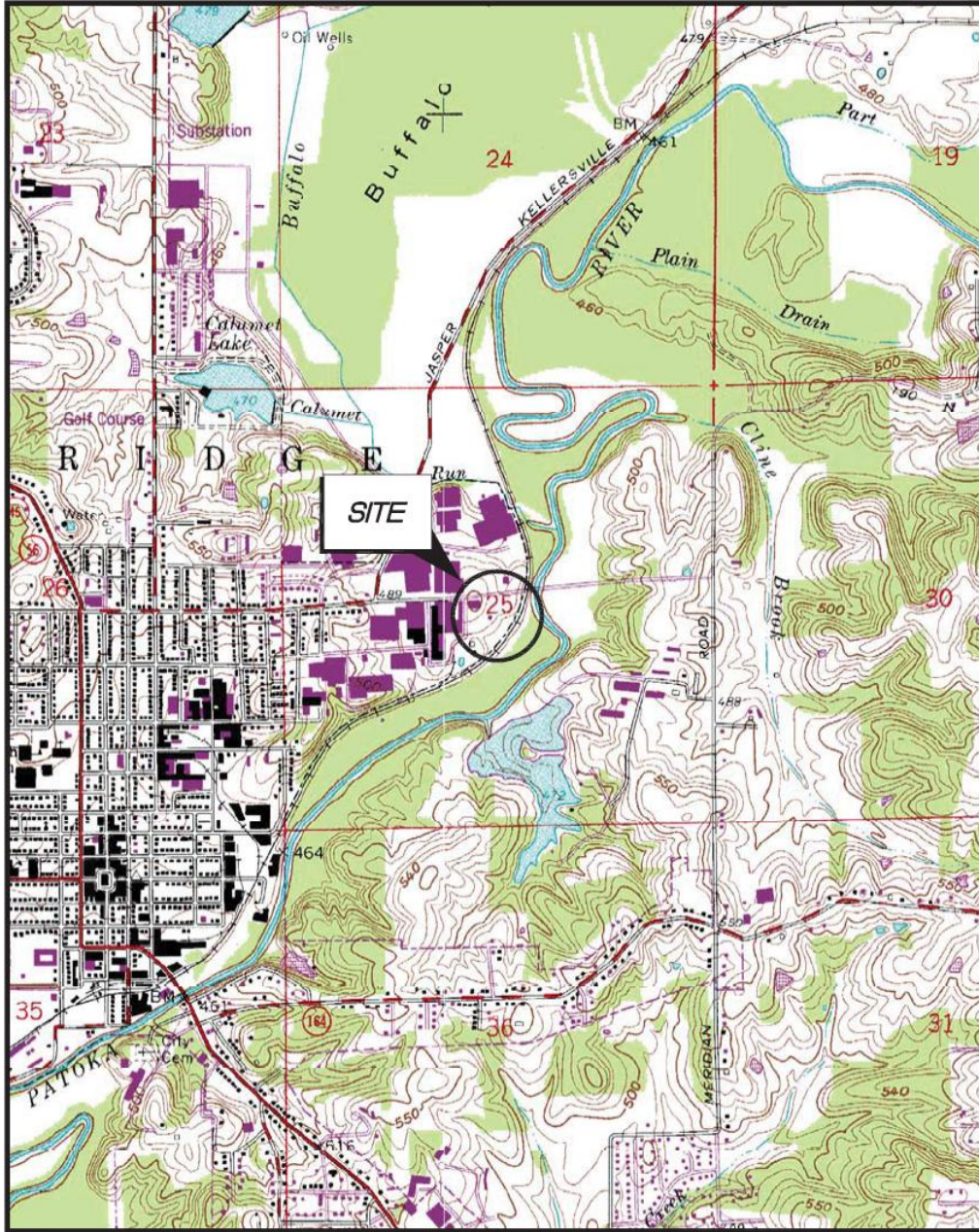
Contractor acknowledges that the following Attachments will accompany and constitute integral parts of any Agreement between Owner and Contractor, and shall have the same effect as though fully set forth and repeated therein:

1. City of Jasper Policy on Nepotism and Contracting with Relatives Affirmation;
2. Affidavit Regarding Non-responsibility;
3. Indiana Legal Employment Declaration;
4. Non-Collusion Affidavit;
5. City of Jasper Minimum Insurance Requirements.

4.5 Development Approval

Acceptance of bid shall not be construed by Contactor as City approval to proceed with proposed development.

Figures



VICINITY MAP

JASPER POWER PLANT
 1163 EAST 15th STREET
 JASPER, INDIANA

Project Number: 170IH00116		Drn. By:
Drawing File:		Ckd. By:
Date:	Scale: 1" = 2000'	App'd By:



Figure:
1

