



March 2, 2018

Mr. Bud Hauersperger
General Manager
City of Jasper
Jasper Municipal Utilities
610 Main Street, P.O. Box 750
Jasper, Indiana 47546

Re: **Request for Proposal Package**
Former Jasper Power Plant
1163 East 15th Street
Jasper, Indiana 47546
ATC Project No. 170EM00531

To Whom It May Concern:

The City of Jasper is pleased to provide the enclosed Request for Proposal (RFP) Package for the demolition and/or purchase of the Former Jasper Power Plant site and associated structures.

Sincerely,

Bud Hauersperger
General Manager, Jasper Municipal Utilities

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Affidavit Regarding Non-Responsibility

Anti-Nepotism Confirmation

Contractor Safety Program 2018

Demolition of Power Plant – COI Requirements 2018

Legal Employment Declaration

Non-Collusion Affidavit

Quote Form

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. 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 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.

Alternate 1: The City of Jasper is requesting an alternate bid to Option 1. Alternate 1 will include all demolition activities outlined in Option 1 except all existing surface slabs, asphalt pavement, and gravel areas will remain in place. All sub-slab areas will need to be backfilled to match surface grade as noted in Section 3.2.4. Alternate 1 will not require removal of the cooling tower subsurface piping discussed in Section 3.2.5. Alternate 1 will only require the abandonment of the subsurface piping in place.

Alternate 2: The City of Jasper is also collecting bids (separate bid invitation) for the Jasper Cultural Center project located at 102 Third Avenue in Jasper, Indiana. Alternate 2 will include a discounted estimate (if any) for demolition for both Option 1 and Alternate 1 if the Contractor shall be awarded the work associated with the Jasper Cultural Center. Copies of plans and specifications for the Jasper Cultural Center may be obtained from MACO – Evansville Blue, 600 Court Street, Evansville, Indiana 47708 (812) 464-8108; Hoosier Business Machines, Jasper, IN, juliah@hoosierbusinessmachines.com, (812) 482-3736, (800) 433-6446 or by accessing website <http://www.haferplanroom.com/> using your company's active account information. If your company is not currently registered, you may do so by clicking "Register for an account". Registered account holders may download digital files for a fee. Only complete sets of plans including Drawings, Specifications and Appendix documents will be issued. Bidder questions for the Jasper Cultural Center project shall be submitted to Hafer, attention: Dan Engelbrecht, at dengelbrecht@haferdesign.com.

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 more than one option.

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.

RFP documents associated with the Former Jasper Power Plant can be viewed online at the following website.

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

2 Proposal Characteristics

2.1 Purpose

The purpose of this bid package is to solicit bids for 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.
- **Alternate 1:** The City of Jasper is requesting an alternate bid to Option 1. Alternate 1 will include all demolition activities outlined in Option 1 except all existing surface slabs, asphalt pavement, and gravel areas will remain in place. All sub-slab areas will need to be backfilled to match surface grade as noted in Section 3.2.4. Alternate 1 will not require removal of the cooling tower subsurface piping discussed in Section 3.2.5. Alternate 1 will only require the abandonment of the subsurface piping in place.
- **Alternate 2:** The City of Jasper is also collecting bids (separate bid invitation) for the Jasper Cultural Center project located at 102 Third Avenue in Jasper, Indiana. Alternate 2 will include a discounted estimate (if any) for demolition for both Option 1 and Alternate 1 if the Contractor shall be awarded the work associated with the Jasper Cultural Center.
- **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 regarding this RFP package may be directed to the representative below. All questions and answers will be provided as an addendum to this document.

Brian L. Kleeman, L.P.G.
Senior Project Geologist
ATC Group Services, LLC
6149 Wedeking Avenue, Building D, Suite 2
Evansville, Indiana 47715
812.647.2452
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.

Due to potential variation in project scope, the City will not provide a sample contract as part of this RFP Package. However, upon determination of Contractor and project scope, a written contract will be drafted whereby agreement to terms will be required prior to undertaking the project.

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 Schedule

A site walkthrough has been scheduled at **10:00 am E.T. on Monday March 12, 2018**. 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. A summary of notable dates associated with this project are provided below:

- Advertisement to Bidders: March 1, 2018 and March 8, 2018 (Thursdays)
- Site Walkthrough: March 12, 2018 (Monday)
- Bid Due Date: April 2, 2018 (Monday)
- Bid Award (if any): April 16, 2018 (Monday)

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 **Monday April 2, 2018 or may be delivered in person to Bid Opening Meeting scheduled for 6:00 pm E.T. in Jasper City Hall.** 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
600 Main Street
Jasper, Indiana 47546
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. Completed forms (as applicable) provided in the appendices of this document.
9. A list of references.
10. Resumes of staff members that will work on the project.
11. Contractor Safety Program information sheets.

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. The Contractor shall be responsible for the processes associated with the safe demolition of the structures. This document does not represent demolition specifications. 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. In addition, the 36" cooling tower pipes are lined with an asbestos-containing coating, and it is assumed that the coating is also present beneath the ground surface. The Contractor will be required to remove portions of the piping to approximately 3 feet below ground surface, and will be responsible for asbestos abatement costs associated with the pipe removal. 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 prior investigation and Asbestos Abatement Specifications are available for review on the City of Jasper's website provided below.

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

3.2.2 Asbestos Oversight

The Contractor shall be responsible for asbestos abatement oversight prior to demolition activities. These activities include the removal of asbestos containing materials and area monitoring outlined in the Asbestos Specs (provided on the City's website) and this RFP Package.

3.2.3 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. **A focused excavation/removal of contaminated soil is not part of this RFP Package.**

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. Underground utilities 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.

3.2.4 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.

Areas inaccessible to equipment or unsafe for operation (such as the coal collection pit area) shall be backfilled using INDOT No. 8 crushed stone, flowable fill, or equivalent that does not require compaction to obtain structural stability. If an alternative backfill is proposed at the site, the Contractor shall consult with the City for approval of such backfill.

3.2.5 Subsurface Piping

Two pipes located from the west side of the cooling tower span underneath the site to the north side of the power plant basement. An asbestos-containing coating was identified on both pipes (where exposed) during the prior asbestos investigation. It is assumed that this coating is also present on the pipes beneath the surface. The pipes must be removed entirely from the cooling tower to the plant. Each pipe is 36” in diameter and approximately 450 feet in length and appear to run adjacent to each other from the cooling tower to the plant. The pipes are estimated to be no deeper than five feet below ground surface. The Contractor shall be responsible for asbestos abatement costs associated with the pipe removal. The Contractor shall place compacted backfill in the excavation (once the piping has been removed) in accordance with Section 3.2.3 to assure structural stability. The approximate location of the subsurface piping is depicted on **Figure 2**.

3.2.6 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.

3.2.7 Concrete Recycling

On-site concrete removed during demolition, showing no contamination may be recycled on-site. No painted concrete, vinyl floor tile/mastic on concrete surfaces, or other contaminated concrete surfaces shall be recycled on-site, and should be managed according to federal, state, and local guidelines.

Recycling / grinding of concrete shall be acceptable as structural backfill on-site as long as compaction requirements can be met as referenced in Section 3.2.3. No concrete debris larger than 4 inches shall be acceptable for use as fill. A map depicting the concrete slab that is to be left in place during demolition is provided in **Figure 2**.

3.2.8 PCB Analysis

An investigation of building materials for polychlorinated biphenyls (PCBs) was not conducted as part of the prior assessments at the site. Building paint, window glazing, roofing, sealants, and light ballasts may contain PCBs. It will be the Contractor's responsibility to determine the existence of any such contaminants and that all building materials removed from the site are disposed of and in compliance with all federal, state, and local guidelines, consistent with said determination.

3.2.9 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.

3.2.10 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.

3.2.11 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.

3.2.12 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.

3.2.13 City Assistance

Jasper Municipal Electric will remove primary electrical service to the building along with three primary metering units. Jasper Municipal Electric will remove pole lights and associated circuits on the site.

3.2.14 Building Components Retained

The following items will be retained by the City and shall not be included with the Contractor's purchase or demolition bids:

- First flight of stairs going up the exterior of the ESP unit, 35 pieces of 12'x3' metal grating, and approximately 100' of railing. (Demolition bids only)
- The on-site front end loader
- Parts of the electric distribution SCADA system

3.2.15 Unexpected Conditions

The City will not be responsible for "unexpected conditions" encountered at the site during demolition that were not previously reported/confirmed. The building/site are to be considered "as-is." The on-site walkthrough inspection was provided as an opportunity for Contractors to investigate the building materials and premises.

The exterior panels of the plant were not removed during the prior asbestos investigation; therefore, the presence or absence of cement paneling (transite) has not been determined.

Roofing material was not sampled/damaged during the prior asbestos investigation. This is assumed to be Category I Non-friable asphalt roofing material.

All panels located on the cooling tower were not sampled as part of the prior asbestos investigation. The non-sampled panels are assumed to be fiberglass as indicated by the asbestos building inspector during the prior asbestos investigation.

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 provided below.

<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. Affidavit Regarding Non-Responsibility
2. Anti-Nepotism Confirmation
3. Contractor Safety Program 2018
4. Demolition of Power Plant – COI Requirements 2018
5. Legal Employment Declaration
6. Non-Collusion Affidavit
7. Quote Form

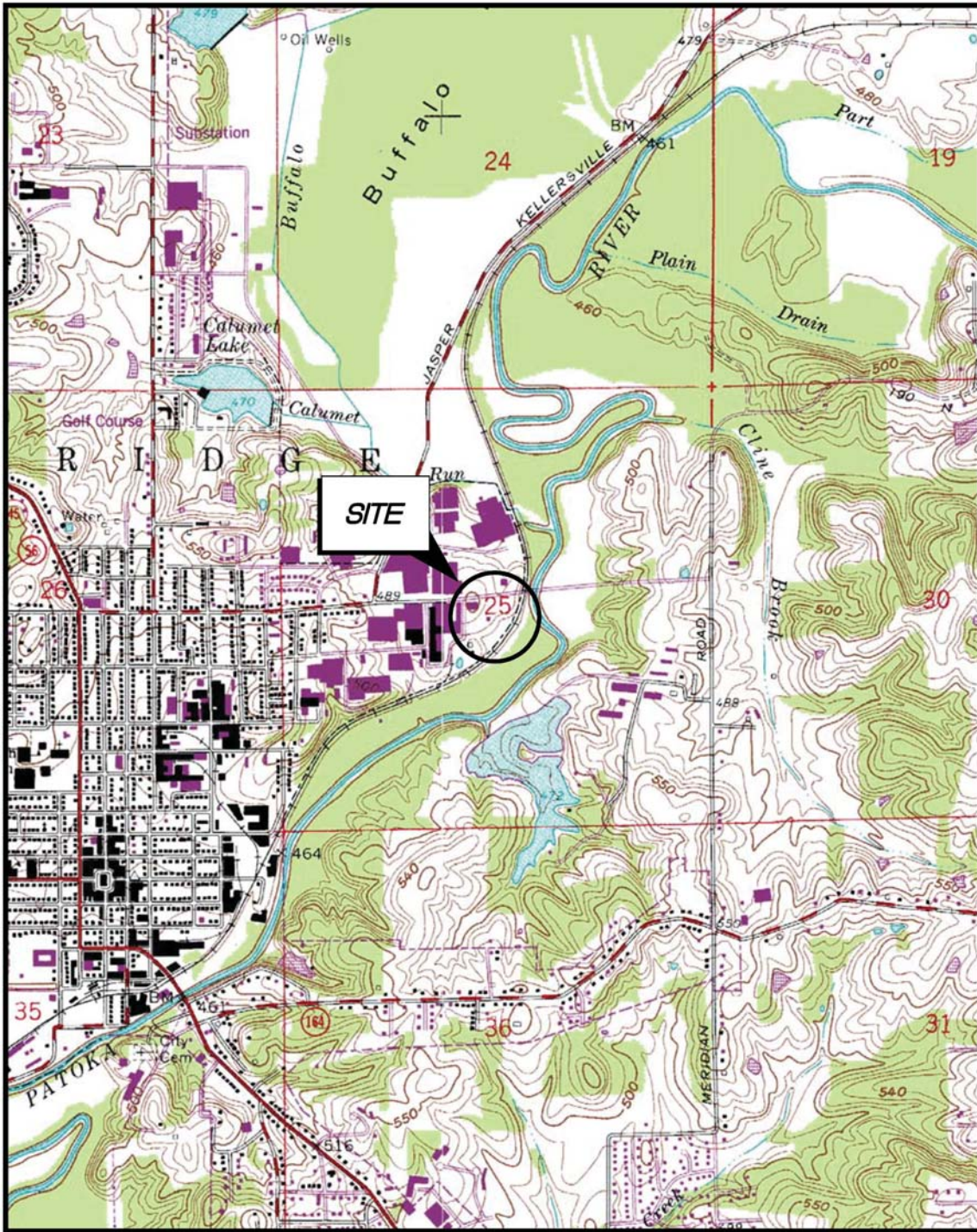
4.5 Development Approval

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

Figures

Figure 1:
Figure 2:

Vicinity Map
Site Plan

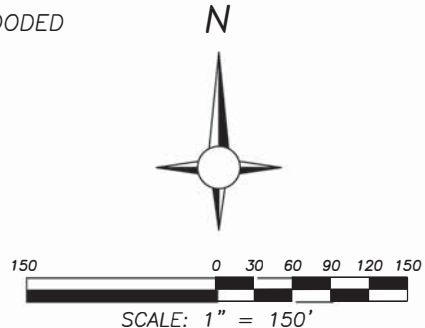
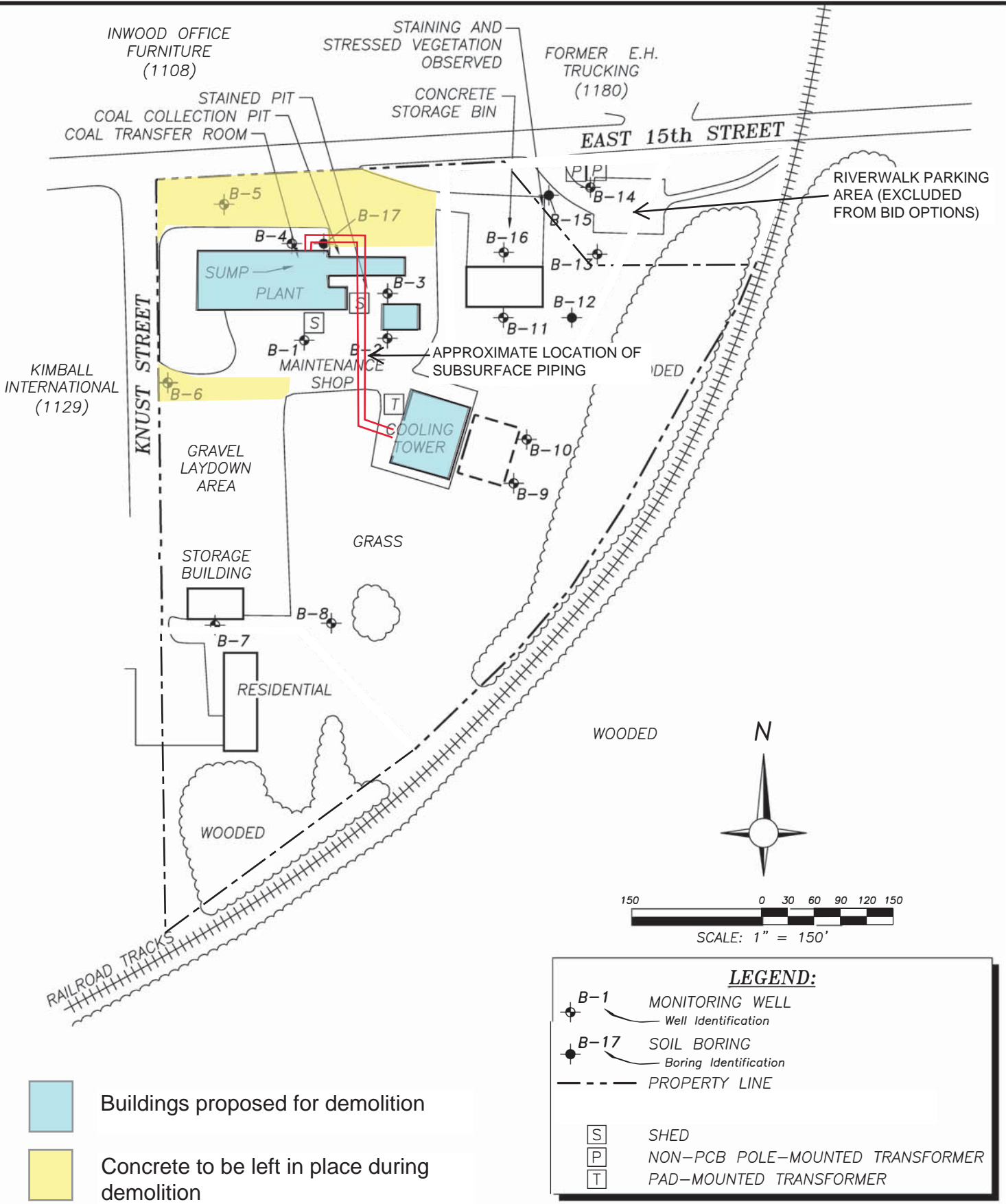


VICINITY MAP

JASPER POWER PLANT
 1163 EAST 15th STREET
 JASPER, INDIANA

Project Number: 170em00531		Drn. By: ...
Drawing File:		Ckd. By:
Date:	Scale: 1" = 2000'	App'd By:
ATC		Figure: 1

H:\2015\IN 15 REGIONAL PLANNING COMMISSION\JASPER POWER PLANT\ENVIRO\170IN1503H--SITE.DWG, SITE



LEGEND:

- B-1 MONITORING WELL
Well Identification
- B-17 SOIL BORING
Boring Identification
- PROPERTY LINE
- SHED
- NON-PCB POLE-MOUNTED TRANSFORMER
- PAD-MOUNTED TRANSFORMER

SITE PLAN

JASPER POWER PLANT
1163 EAST 15th STREET
JASPER, INDIANA

Project Number: 170EM00531		Drn. By:
Drawing File:		Ckd. By:
Date:	Scale: AS SHOWN	App'd By:
		Figure:
		2

Appendices

Affidavit Regarding Non-Responsibility
Anti-Nepotism Confirmation
Contractor Safety Program 2018
Demolition of Power Plant – COI Requirements 2018
Legal Employment Declaration
Non-Collusion Affidavit
Quote Form



Contractor Safety Program

Revised: 1/2018

Contract Provisions (Attachment 1 of 2)

1. PRE-QUALIFICATIONS

- a. The Contractor shall complete and forward to the City of Jasper contract originator the Pre-Qualification Checklist and certificates request included with the bid request. The checklist provides the City of Jasper information regarding the contractors' safety program and performance.
- b. Information provided by the contractor to the City of Jasper using the Pre-Qualification Checklist will determine contractor eligibility to perform work for the City of Jasper. No contract will be awarded without the applicable safety information furnished by the Pre-Qualification Checklist.

2. RESPONSIBILITY FOR COMPLIANCE

- a. The contractor shall meet with the City of Jasper's contract originator, Project Coordinator and Director of Personnel/Safety/Loss Control for a Pre-Project Safety Review to discuss contract safety issues in detail.
- b. The contractor shall comply with all federal, state and local safety and environmental regulations, laws, standards, etc. as it relates to the work being performed.
- c. The contractor shall explain the safety provisions of this contract to their employees and all sub-contractors and their employees under their control.
- d. The contractor shall inform the City of Jasper project coordinator of their designated site safety representative. The contractor shall notify the City of Jasper whenever a different or any additional site safety representatives are named.
- e. The contractor's safety representative shall ensure that all employees are trained adequately on the applicable regulations. The City of Jasper may ask for training documentation prior to construction start-up.
- f. The Director of Personnel/Safety/Loss Control shall be immediately notified of any contractor OSHA inspections and maintain a log of all contractor OSHA inspections and citations during the project.

3. ENFORCEMENT

- a. It is the responsibility of the contractor to enforce all applicable safety regulations for all persons under their employment, including subcontractors.

- b. The Director of Personnel/Safety/Loss Control, Project Coordinator, Department Leaders or designated City of Jasper employee may randomly monitor the performance of the contractors during the “work-in-progress” portion of the contract. The contractor shall understand that, when unsafe conditions warrant action, the City of Jasper has the right to 1) Stop work, 2) Issue warning notices or 3) request that corrective actions be implemented prior to the continuation of work. If the same unsafe conditions continue to occur or are not adequately addressed to the satisfaction of the City of Jasper, the contract may be terminated.
- c. The contractor shall be responsible for all time and cost associated with correcting any unsafe conditions. Time associated with correction of unsafe conditions shall not extend contract time requirements.

4. ENTRANCE TO PROPERTY

- a. The entrance area and parking facilities shall be specified.
- b. Procedures for authorizing employees to enter job site shall be agreed upon during the pre-project safety review.

5. TRAFFIC AND VEHICLES

- a. All vehicles shall observe all applicable motor vehicle traffic laws. All vehicle drivers shall be properly licensed for the vehicle they are operating.
- b. The contractor shall notify the City of Jasper’s Project Coordinator or Director of Personnel/Safety/Loss Control of any vehicle accidents resulting in damage to City of Jasper or public property.

6. TOBACCO – SMOKING

- a. Tobacco products shall be prohibited in all City of Jasper buildings and 8 feet away from doors.

7. WORKING PERMITS

- a. The contractor shall execute all applicable work permits. This would include permits such as Burning, Welding – Hot Work, Lockout/Tagout, Confined Space, etc.
- b. Permits shall be made available for review upon request.

8. EQUIPMENT

- a. Contractor personnel shall NOT use any City of Jasper equipment (i.e. Backhoes, Ladders, Chains, etc.) unless specifically stated in the contract.

- b. Contractor personnel shall not operate any equipment, valves, switches, etc. that are not directly related to their designated duties or if they are not qualified.
- c. The contractor shall notify the City of Jasper Project Coordinator or Director of Personnel/Safety/Loss Control of any equipment damages (i.e., equipment over-turn) or incident resulting in damage to City of Jasper/public property.

9. FIRE PROTECTION

- a. Contractor shall provide and maintain all necessary fire protection equipment as required by OSHA and National Fire Protection Association codes.

10. EMERGENCY EVACUATION

- a. All contractor employees shall know the facility emergency evacuation plan if one exists for the applicable facility. If there no City of Jasper evacuation plan at the project site, the contractor shall develop and implement such plan.

11. MEDICAL AID

- a. Contractor shall have a medical aid plan that describes the procedures to follow if a medical emergency were to occur on the job site.
- b. The contractor shall inform the Director of Personnel/Safety/Loss Control of all medical injuries or illnesses that require a doctor's treatment resulting from an on-the-job incident within 24 hours of the occurrence. The Director of Personnel/Safety Loss Control shall maintain a record of all "work-related" contractor injuries and illnesses during the project (not to take place of the contractors' record-keeping/reporting responsibilities).

12. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- a. All shall meet all ANSI, OSHA, etc. standards for the Construction Industry or General Industry as applicable.
- b. All PPE shall be worn properly in order to provide the maximum protection from injury.
- c. PPE will not be provided by the City of Jasper. The contractor and/or the contractor's employees shall provide it unless agreed upon by contract.
- d. Based on the job hazards, the following PPE may be required as agreed upon during the Pre-Project Safety meeting. Hazard evaluation is the responsibility of the contractor.
 - i. HEAD PROTECTION
 - 1. Hard Hats shall be worn whenever operations present the hazard of impact from falling on, flying objects, and contact with electricity. Bump caps will not be allowed.
 - ii. HEARING PROTECTION

1. Approved hearing protectors shall be worn to protect against the harmful effects of noise when workers are exposed to sound levels, which exceed those permitted by OSHA standards. Sound level determination is the responsibility of the contractor.
- iii. EYE PROTECTION
1. ANSI approved eye protection shall be worn by all workers whenever machines or operations present the hazard of flying objects or particles, glare, liquids, injurious radiation or a combination of these hazards. The type of eye protection shall depend on the nature of the hazard.
- iv. FACE PROTECTION
1. Suitable face protection shall be worn whenever machines or operations present the hazard of flying objects or particles sufficient to cause cuts or penetration of the face.
- v. RESPIRATORY PROTECTION
1. Approved respiratory protection shall be used whenever operations or conditions present the hazard of toxic or nuisance dusts, vapors, mists, fumes or gasses, or oxygen-deficient atmospheres. The type of protection required will depend upon the nature of the hazard.
- vi. HAND AND ARM PROTECTION
1. Workers shall wear appropriate protection for the hands and arms whenever operations present the hazard of cuts, abrasions, bruises, burns or other injury. The type of protection shall depend on the nature of the specific hazard to which the worker is exposed.
- vii. BODY PROTECTION
1. Skin Protection
 - a. Where irritants or toxic substances may come in contact with the skin or clothing, workers shall be adequately protected by one or more of the following: protective clothing and equipment, protective ointment or medically approved first-aid remedies, approved solvents or soap and water for the removal of accumulated material, emergency fountains, showers or eye wash solutions to flush eyes and skin.
 2. Clothing Protection
 - a. All workers exposed to a potential external high heat source capable of catching clothing on fire (electric arc, flame cutting, welding, etc.) shall wear flame-resistant (FR) treated clothing or equivalent. Shirts shall have long sleeves rolled down and buttoned. The outer layer of multiple layer clothing must be flame-resistant (FR) treated or 100% cotton.
 - b. Impermeable, disposable protective clothing shall be used when working with materials containing polychlorinated biphenyls (PCB), and other hazardous chemicals.
 3. Flagger/High Visibility Vests
 - a. Workers on or near public streets or roads shall wear ANSI approved Flagger/High Visibility vests.
 4. Flootation Devices

- a. All workers on rafts, boats or working over or near water where the danger of drowning exists, shall wear U.S. Coast Guard Approved Personal Floatation devices.

5. Fall Protection

- a. Workers on elevations, steep slopes or otherwise subject to possible falls from heights over six (6) feet from adjoining levels, not protected by fixed scaffolding, guardrails, or safety nets, shall be secured by safety harnesses and life lines securely fastened to an approved anchor point.

viii. FOOT PROTECTION

- 1. Workers shall wear protective footwear when working in areas where there is a danger of foot injuring due to falling or rolling objects, or objects piercing the sole, and where such workers' feet are exposed to electrical hazards.

13. HOUSEKEEPING

- a. Good housekeeping, including keeping the work area clean is fundamental and essential for the prevention of incidents and fires and shall be maintained at all contractors work sites.

14. SUBSTANCE ABUSE

- a. The contractor shall maintain a compliant substance abuse program when applicable. This program must include both drug and alcohol testing on a pre-employment, post-accident, reasonable suspicion and random basis. Drug and alcohol consumption shall not be allowed on City of Jasper property or property/project of any City of Jasper contract job.

15. FIREARMS

- a. There shall be no firearms concealed or otherwise on any City of Jasper property or property/project of any City of Jasper contract job.

16. LOCKOUT/TAGOUT

- a. The contractor shall implement a standard Lockout/Tagout program and procedures must be followed at all times in order to control hazardous energy which can include: electrical, mechanical, gravity, stored energy, etc.

17. SEAT BELTS

- a. Seat Belts shall be worn by all people in vehicles and all equipment that has roll-over-protection provided by the manufacturer.

18. ENVIRONMENTAL ISSUES

- a. The contractor shall be responsible for proper disposal of all hazardous and non-hazardous waste material generated during the work. Following the disposal of all hazardous and non-hazardous waste, a copy of the manifest/shipping papers shall be forwarded to the Project Coordinator.
- b. The contractor shall not place, put, pour, dump or otherwise dispose of any hazardous or non-hazardous waste material, regardless of type, on or at any City of Jasper property or in any City of Jasper waste containers, without prior written approval.
- c. The contractor shall have on the job site a Safety Data Sheet for each chemical at the job site.
- d. Prior to the performance of the work, the contractor shall secure all necessary permits, manifests, and other consents from federal, state, or local authorities under laws relating to environmental protection. Following all work involving the disposal of hazardous/non-hazardous material (asbestos, lead, etc.), a copy of any shipping papers should be forwarded to the Project Coordinator.

19. PROJECT REVIEW

- a. When the job or project is complete, a representative from the City of Jasper and the contractor shall, upon request of the City of Jasper meet to analyze the performance of the job.

Contractor Safety Program
Contract Provisions
(Attachment 2 of 2)

1. CONTRACTOR INFORMATION

Name of Contractor: _____ Date: _____

Business Address: _____

Telephone #: _____ Fax #: _____

Contact Person: _____ Years in Business: _____

2. SAFETY HISTORY

Provide your company's injury/illness experience for the past 3 years as reported on the OSHA 300 log. (You may also submit copies of your 300 logs for the past 3 years). Criteria – all injury/illness history will be evaluated based on the criteria of like industry.

	2017	2016	2015
Number of OSHA Recordable Cases	___	___	___
Number of Lost/Restricted Workdays	___	___	___
Number of Fatalities	___	___	___
Number of Man-Hours Worked	___	___	___

Contact Information of your current Workers' Compensation Insurance Company:

3. CITATIONS

Has your company been cited by OSHA/EPA in the past 3 years? YES ___ NO ___

If yes, list the violations: _____

4. PERSONNEL

Who will be responsible for the safety on the job site?

Name: _____

Title: _____ Phone #: _____

5. **SAFETY PROGRAM EVALUATION** (The City of Jasper may ask for relevant copies.)

Do you have a written Safety Program?	YES	NO	N/A
Do you conduct Accident Investigations?	YES	NO	N/A
Do you have a written Substance Abuse Policy?	YES	NO	N/A
Do you have a written Hazard communication Program?	YES	NO	N/A
Do you have a Lockout/Tagout Program?	YES	NO	N/A
Do you have a Fall Protection Program?	YES	NO	N/A
Do you have a Confined Space Program?	YES	NO	N/A
Do you have a Forklift Program?	YES	NO	N/A
Do you have a PPE Program?	YES	NO	N/A
Do you have a Safety Shoe Policy?	YES	NO	N/A
Do you have a Respirator Program?	YES	NO	N/A
Do you have a Bloodborne Pathogen Program?	YES	NO	N/A
Do you conduct Safety Meetings?			
Who conducts those meetings? _____			
Do you have safety audits?			
Who conducts those audits? _____			
Do you have Trench 'competent' persons?	YES	NO	N/A
Do you have Scaffolding 'competent' persons?	YES	NO	N/A
Do you have 'Qualified' pole/tower climbers?	YES	NO	N/A
Are Crane and Boom truck operators qualified?	YES	NO	N/A
Does your company use crane lift permits?	YES	NO	N/A
Do your Electrical Workers wear FR clothing?	YES	NO	N/A
Do you 'Safety Qualify', your sub-contractors?	YES	NO	N/A

6. **EMPLOYEE TRAINING**

Are appropriate employees formally trained with documentation in the following subjects?

Personal Protective Equipment (PPE)	YES	NO	N/A
Respiratory Protection	YES	NO	N/A
Lockout/Tagout	YES	NO	N/A
First Aid/CPR/AED	YES	NO	N/A
Welding	YES	NO	N/A
Fall Protection	YES	NO	N/A
Hazard Communication	YES	NO	N/A
Confined Space	YES	NO	N/A
Scaffolding	YES	NO	N/A
Rigging	YES	NO	N/A
Hearing Conservation	YES	NO	N/A
Trenching Safety	YES	NO	N/A
Electrical Safety	YES	NO	N/A
Forklift Safety	YES	NO	N/A

7. ENVIRONMENTAL COMPLIANCE

During the last five years has your company received a violation/fine/penalty for non-compliance involving any of the following:

Improper disposal/dumping of hazardous materials on land or in water?	YES	NO
Discharging oil, an oil byproduct or other substances to land, water or air?	YES	NO
Release of oil or hazardous waste during transport of hazardous materials/waste?	YES	NO

If you answered yes to any of the questions above, please provide an explanation of the circumstances surrounding the violation.

The undersigned warrants and represents the data provided in this document is accurate and correct in all respects. All documents included herein are subject to review upon the awarding of this contract

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE SIGNED: _____

Return the signed original Pre-Qualification checklist with the RFP.

City of Jasper
Contractor Safety Program
Director of Personnel/Safety/Loss Control

QUOTE FORM

TO: Utility Service Board
Jasper City Hall
610 Main Street, P.O. Box 750
Jasper, Indiana 47547-0750

QUOTE FOR: Power Plant Demolition or Power Plant Purchase

QUOTE FROM: Name: _____
Address: _____

Phone#: _____

THE UNDERSIGNED:

1. Acknowledges receipt of quote documents.
2. Has examined all quote documents.
3. Agrees that:
 - A. This quote will be held open until sixty (90) calendar days after quote opening date.
 - B. Any other documents required to be submitted with this quote have been accurately completed.
 - C. Enter into and execute an agreement with the City of Jasper, when awarded on the basis of this quote, and in connection therewith to the specifications.

4. OPTION #1: Contractor agrees to provide services as specified in the quote documents, for the sum of:

\$ _____ (DOLLARS)
(figures)

_____ (Amount in Words)

for
Demolition of the Power Plant to Three Feet Below Grade.

5. ALNERNATE #1: Contractor agrees to provide a **deduct** for services as specified in the quote documents, for the sum of:

\$ _____ (DOLLARS)
(figures)

_____ (Amount in Words)

for
Demolition of the Power Plant to Concrete Slab on Grade.

6. ALTERNATE #2: Contractor agrees to provide a **deduct** for services associated with the power plant project if Contractor is also selected for the deconstruction of the Hoosier Desk Building, for the sum of:

\$ _____ (DOLLARS)
(figures)

_____ (Amount in Words)

for
The Efficiencies Gained for Multiple Projects.

7. OPTION #2: Contractor agrees to provide services as specified in the quote documents, for the sum of:

\$ _____ (DOLLARS)
(figures)

_____ (Amount in Words)

for
Purchase of the Power Plant.

8. EXPECTED COMPLETION DATE: _____ (DATE)

IN TESTIMONY WHEREOF, the Proposer (Proprietor) (Firm) (Partnership) (Corporation) [strike out the inappropriate entities] has hereunto set his hand this _____ day of _____, 20__.

Business Name

By:

Authorized Signatory

*****Attach Non-Collusion Affidavit, Anti-Nepotism Confirmation, Affidavit Regarding Nonresponsibility, Indiana Legal Employment Declaration and Contractor Safety Program Information Sheet to this quote.**

*****Include attached Specification Compliance Form (Exhibit ?) to quote.**

*****Failure to return all required documents with your quote shall result in rejection of the quote.**