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## City Administrator Report to Mayor & City Council

2017-06-30, Edition No. 272

### **WEEKLY UPDATE:**

- Lean: Several Staff attended the Iowa Lean Consortium's 2017 Lean Government Exchange session this past Tuesday. The Keynote was by author Ken Miller who has focused on lean government. There were several good sessions and examples throughout the day. For more information on ILC or the meeting, please see their website: [iowalean.org](http://iowalean.org).
- CSO: Attached please find the June 2017 West Hill Projects progress report. Additionally, the concept drawings and estimates for Phase 4 have been submitted for review. Karmen Heim, P.E., Senior Environmental Engineer, Stanley Consultants Communications.
- Te-Strake: Please see the attached RFPs. These are based on the RFPs that Director Stineman put together for the Beach Lumber demo. All bids can be found online at <http://www.muscatineiowa.gov/bids.aspx>. Attached are the three related bids for this site.
- Miss Drive: The next meeting for business owners along the Riverfront construction site will be: Thursday, July 6th, 8:30 a.m. at Contrary Brewing.
- Projects: Please find attached the updated project report and council agenda schedule per the project team meeting on June 28, 2017.
- Fireworks: Following July 4th, we will be meeting to review local issues, issues other communities have had and any litigation that has resolved. Staff will provide a summary for council to review (date TBD). One quick statistic - From June 1 to June 28 the Police Department had 121 fireworks related calls - the same number for all of last year. If this continues they will be on track to reach 1452 per year.

### **Fire Department ISO Site Visit:**

Chief Ewers provided the following: I just wanted to follow up on our five year ISO review that occurred this week so you can share with council. I was notified in April that we were due for our 5 year ISO review to determine our Public Protection Classification number for Muscatine. Staff has been working on preparing for the on-site inspection and review for the past 2 1/2 months. This has included the following: completing survey (13 pages), copies of specific documents (77 pages), analyzing response times for first arriving unit and full alarm assignment, alarm assignments, apparatus and equipment, staffing analysis for on duty and call back and on scene, auto aid and mutual aid, training records, preventative maintenance programs, pre fire planning, inspections, public education, and departmental SOP's. The last time this was done was in 2011. This PPC number is used by insurance companies in calculating premiums. In general, the price of insurance in a community with a good PPC is lower than in a community with a poor PPC. A Class 1 represents superior property fire protection and a Class 10 indicates that the areas fire suppression program does not meet ISO's minimum criteria. This is an example why insurance premiums are cheaper in the city limits versus the county,

such as subdivisions on the other side of the bypass that have fire protection by the Wilton Fire Department.

Currently Muscatine is a PPC 3. We are under a new rating schedule this go around. The good news is that this new rating schedule can only help us keep our PPC 3 rating or possibly move us to a PPC 2. The on-site evaluation of our community is broken down into the following:

Dispatch (MUSCOM) - 10 pts

Fire Department - 50 pts

Water Supply (P&W) - 40 pts

NEW - Community Risk Assessment for fire prevention, public education, & fire investigations) 5.5 pts

The majority of the points deal with the fire departments ability, such as staffing, equipment, training, and geographic deployment (station locations).

The meeting along with the review of our materials and documents went well and the ISO rep stated everything looked good and that nothing popped out to him.

We had three follow up requests.

1. Two maps from GIS (done)
2. Modeling of hydrants - P&W (Due Friday)
3. Water flow tests of 27 locations - P&W (Due Friday)

They had one suggestion on adding a hydrant marking coding system on our GIS hydrant layer. Sounds like between the water department and MAGIC we can make this happen in the near future. This currently is not tied into our grading or scoring, but was a recommendation by ISO.

Our ISO rep will review all the documents, surveys, and interview material and will submit for review. In 4 - 6 months both the City Administrator and Fire Chief will be mailed an official report of their findings and our PPC rating for our community. He said recently this turnaround for the report has been in the 3 month range.

After going through the materials and on site inspection I'm confident we will continue to be a PPC 3, but hopeful that we are getting closer to reaching an ISO PPC 2. I will keep you posted if I hear anything prior to receiving the official letter.



## PROJECT STATUS REPORT

<b>Project Name:</b>	City of Muscatine - <u>West Hill Sewer Separation</u>	<b>Month:</b>	<u>June 2017</u>
<b>Prepared By:</b>	<u>Stanley Consultants</u>	<b>Project Number:</b>	<u>SCI: 17660: 30.02, 40.00, 41.00</u>

**"PHASE"** refers to Design Package/Construction Contract

### **Progress for Last Month (June 2017):**

#### **PHASE 3 (Phase 3A, 3B, 3C):**

##### **Phase 3A/3B/3C – Construction:**

- Attended periodic phase 3C construction progress meetings

#### **PHASE 4 Concept Design:**

- Continue working on concept design tasks. Cut drawing sheets for sewer and pavement. Working on quantity tabulations for cost estimate and review of drawing sheets.
- Finalized concept design drawings and delivered to Brian Stineman – June 26
- Finalized concept design estimate and emailed to Brian Stineman – June 23

### **Work Items for Coming Month (July 2017):**

#### **PHASE 3 (3A, 3B, 3C) - Construction:**

- Attend Phase 3C coordination meetings.
- Assist as requested with construction topics.

#### **PHASE 4 – Concept Design:**

- Discuss with City Staff any comments or revisions to concept design – After July 10<sup>th</sup>.
- Determine with City what size of project to proceed with to Final Design.
- Schedule meeting with administration/finance upon making any revisions to concept as submitted. Seek authorization to proceed with Final Design.
- Karmen to prepare July EPA annual report. Due July 15.
- Schedule for Phase 4
  - Concept Design and Estimate – submitted June 2017
  - Final Design – July 2017 – February 2018 (Pending selection of size of project to finalize)
  - Bid and Construction – 2018

#### **Key Issues & Information Required:**

- Continued City updates on construction topics including Hagerty dispute.
- Comments on Concept design
- Meetings to discuss final design and package that will be prepared for bid documents

#### **Critical Information:**

- None.



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

Public Works

City Transit  
263-8152

**REQUEST FOR PROPOSALS**  
Former TeStrake Building Demolition

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

**PURPOSE**

The City of Muscatine is currently accepting proposals from qualified firms or individuals for removal and/or salvage of the main structure at 207 Green Street, known as the TeStrake Site. The ultimate objective of this project is to remove the buildings from the city-owned property to create open space for future development.

**METHOD**

This solicitation is a Request for Proposals (RFP). Proposals submitted by the specified deadline will be considered based on the enclosed criteria. All proposal requirements must be met by the responding firm or the submittal may be disqualified as being nonresponsive.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding it to be in the public's best interest to do so.

Proposals will be opened at the date and time specified and each vendor submitting a proposal will be recorded as a respondent. Proposal content, including pricing, will be kept confidential until the contract is awarded.

**DEADLINE FOR PROPOSALS**

Proposals must be received by the City's Finance Department no later than **2:00 p.m., on June 30, 2017**. The proposal submittal must be responsive to the requirements stated in the RFP.

The sealed proposal must be submitted to:

City of Muscatine  
Finance Department  
City Hall – Finance Office  
215 Sycamore Street  
Muscatine, IA 52761

The envelope or package containing the proposal submittals must be clearly marked on the outside with the firm's name and address and the following: **TeStrake Building Demolition**

## **BACKGROUND**

The City of Muscatine has acquired the former TeStrake property, located at 207 Green Street. The buildings on the parcel need to be removed to create open space on this lot for future development. Three separate RFPs have been developed to remove structures from this property. They include salvage of the Puritan Ice Building, and Salvage of the Grain Bins and this request for demolition of the main building. The selected firm will need to coordinate site access and removal with the Mississippi Drive project contractor to ensure that work to remove the buildings does not cause delays to the street construction project. All contents and building materials associated with the structure shall become property of the contractor and shall be removed from the site. An aerial photo of the site indicating the items included in this RFP is attached at the end of this request for proposals. All interested bidders will need to visit the site to view the building in its current condition. The city does not certify the structural integrity of any of the buildings. Entry and removal is at the risk of the contractor. All asbestos containing materials have previously been removed from the entire site.

## **SCOPE OF SERVICES**

This preliminary Scope of Services is intended to provide a basis for the selection of a provider and to generally describe services to be offered by the provider. The following topics should be addressed in your proposal along with any other areas that are deemed applicable:

- Provide the methods you will use to deconstruct the building
- Provide the methods you will use to remove material from the site
- Provide a list of requirements that you will need from the city, if any
- Provide the dollar amount you are willing to pay or will require from the city for this work
- Provide the length of time, in days, weeks or months, you believe will be necessary to remove the bins.

## **TENTATIVE SCHEDULE**

It is anticipated that the contract will be awarded after the July 6, 2017 City Council meeting and that work shall commence on the project immediately with a schedule developed by the City and the successful bidder. Coordination between the successful bidder and the city will be necessary before beginning the removal of any parts of the bins.

## **PROPOSAL FORMAT**

To standardize responses and simplify the comparison and evaluation of the responses, all proposals must be organized in the manner set forth below, separated into sections, with each section titled appropriately. All information and materials requested shall be provided in the proposal under a single cover.

**Business Organization:** The full name and address of the firm's headquarters and the regional office that will perform the services described herein shall be stated. The principal in charge of the project shall be identified. A statement shall be included from the firm that, to the best of its knowledge, there are no circumstances which shall cause a conflict of interest in performing services for the City.

**Related Projects & Experience:** Include descriptions and samples of similar projects/contracts done in the last five years. Each project description must contain the scope of work performed, project location, cost of services, and client's contact information including person's name, title, organization, address, telephone number and email address. Representatives of the City, at their discretion, may call any of the clients listed or any other known clients to verify the performance of the firm or individual submitting the proposal.

**Deconstruction Method:** Provide the methods you will use to deconstruct the building

**Removal Method:** Provide the methods you will use to remove material from the site

**Requirements:** Provide a list of requirements that you will need from the city, if any

**Payments or Charges:** Provide the dollar amount you are willing to pay or will require from the city for this work

**Timeline:** Provide the length of time, in weeks or months, you believe will be necessary to remove the buildings

### **SELECTION CRITERIA**

The following criteria will be used in the selection process and evaluated to see how well each firm has met the requirements of the RFP.

#### Scope of Services (60% of score)

Company's understanding of required services and proposed methodology.

#### Experience, Qualifications, Expertise of Firm (20% of score)

The company's experience with similar projects

#### Cost benefit to the City (10% of score)

Value provided to the city in payment or reduction in cost from the contractor for salvaged material

#### References (5% of score)

Information from references on past projects.

#### Quality and Thoroughness of Proposal (5% of score)

Responsiveness to requirements stated in RFP.

### **INQUIRIES**

Inquiries concerning the RFP are to be made to:

Brian Stineman

Public Works Director

Email: [bstineman@muscatineiowa.gov](mailto:bstineman@muscatineiowa.gov)

Phone: 563-263-8933

## **INSURANCE**

The Contractor shall purchase and maintain throughout the construction period, insurance in the following minimum requirements, and the coverage must be written in a company that has a Best's rating of B+ or better:

- (1) Worker's compensation insurance including Employer's Liability and Occupation disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Contractor under the contract. The policy will contain broad form all states endorsement.
- (2) Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury, and X, C, and U coverage; coverages must meet the following limits. Deductibles on bodily injury are not acceptable:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
Combined Single Limit	\$1,000,000 each occurrence
Umbrella Liability Coverage	\$2,000,000 Total

- (3) Comprehensive General Automobile liability insurance on all self-propelled vehicles not covered under general liability and used in connection with the Contract, whether owner, non-owner, or hired:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Option: Combined Single Limit	\$1,000,000 each occurrence

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in the above paragraphs. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the bid price.

Any reductions in limits or coverages or exceptions to the insurance requirements can be made if requested in writing and mutually agreed to.

The Contractor shall furnish to the Owner, Certificates of Insurance evidencing compliance with the foregoing requirements before commencing any operations under this contract. (These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Owner and Engineer).

### **PROPOSALS NOT CONFIDENTIAL**

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may, but is not required to, keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Muscatine County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more

evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

## **OTHER PROVISIONS**

**Signature by Responsible Party.** All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership or corporation. No consultant may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of proposals.

**City's Rights Reserved.** The City reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which, in the judgment of the City is most advantageous to the City and to re-advertise if desired.

**Conflict of Interest.** The firm agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The firm further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

**Indemnification.** The firm agrees to protect, defend, indemnify, and hold harmless the City, its elected and appointed officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, caused by firm's proposals or subsequent submittals.

Firm's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright or service mark, or any actual or alleged unfair completion, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

**Ownership.** All documents and materials prepared pursuant to this proposal are the property of the City of Muscatine. The City of Muscatine shall have the unrestricted authority to publish, disclose, distribute and other use, in whole or in part, any reports, data or other materials prepared under this process.

**Verbal Agreement.** No verbal agreement or conversation with any elected or appointed official, agency or employee of any of the parties involved, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the consultant to any additional compensation or consideration whatsoever under the terms of this Request for Qualifications.

**Changes.** The City of Muscatine may, from time to time, request changes in the Request for Proposals issued, to be performed hereunder. Such changes shall be incorporated in written amendments to this Request for Proposals.

**Anti-Discrimination.** The consultant shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, political beliefs or affiliations, or sexual orientation.

**Site Location Map:**







1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

Public Works

City Transit  
263-8152

## REQUEST FOR PROPOSALS Grain Bin Removal at Former TeStrake Site

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

### **PURPOSE**

The City of Muscatine is currently accepting proposals from qualified firms or individuals for removal and/or salvage of five (5) large metal grain bins at 207 Green Street, known as the TeStrake Site. The ultimate objective of this project is to remove the buildings from the city-owned property to create open space for future development.

### **METHOD**

This solicitation is a Request for Proposals (RFP). Proposals submitted by the specified deadline will be considered based on the enclosed criteria. All proposal requirements must be met by the responding firm or the submittal may be disqualified as being nonresponsive.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding it to be in the public's best interest to do so.

Proposals will be opened at the date and time specified and each vendor submitting a proposal will be recorded as a respondent. Proposal content, including pricing, will be kept confidential until the contract is awarded.

### **DEADLINE FOR PROPOSALS**

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The sealed proposal must be submitted to:

City of Muscatine  
Finance Department  
City Hall – Finance Office  
215 Sycamore Street  
Muscatine, IA 52761

The envelope or package containing the proposal submittals must be clearly marked on the outside with the firm's name and address and the following: **Grain Bin Removal**

## **BACKGROUND**

The City of Muscatine has acquired the former TeStrake property, located at 207 Green Street. The buildings on the parcel need to be removed to create open space on this lot for future development. Three separate RFPs have been developed to remove structures from this property. They include salvage of the Puritan Ice Building, demolition of the main building, and this request for Salvage of the Grain Bins. The selected firm will need to coordinate site access and removal with the Mississippi Drive project contractor to ensure that work to remove the buildings does not cause delays to the street construction project. The city feels that the grain bins have value other than scrap and are interested to find out if there are parties willing to salvage them. An aerial photo of the site indicating the items included in this RFP is attached at the end of this request for proposals. All interested bidders will need to visit the site to view it in its current condition. The city does not certify the structural integrity of any of the bins or buildings. Entry and removal is at the risk of the contractor. All asbestos containing materials have previously been removed from the entire site.

## **SCOPE OF SERVICES**

This preliminary Scope of Services is intended to provide a basis for the selection of a provider and to generally describe services to be offered by the provider. The following topics should be addressed in your proposal along with any other areas that are deemed applicable:

- Provide the methods you will use to deconstruct the bins
- Provide the methods you will use to remove material from the site
- Provide a list of requirements that you will need from the city, if any
- Provide the dollar amount you are willing to pay or will require from the city for this work
- Provide the length of time, in days, weeks or months, you believe will be necessary to remove the bins.

## **TENTATIVE SCHEDULE**

It is anticipated that the contract will be awarded after the July 6, 2017 City Council meeting and that work shall commence on the project immediately with a schedule developed by the City and the successful bidder. Coordination between the successful bidder and the city will be necessary before beginning the removal of any parts of the bins.

## **PROPOSAL FORMAT**

To standardize responses and simplify the comparison and evaluation of the responses, all proposals must be organized in the manner set forth below, separated into sections, with each section titled appropriately. All information and materials requested shall be provided in the proposal under a single cover.

**Business Organization:** The full name and address of the firm's headquarters and the regional office that will perform the services described herein shall be stated. The principal in charge of the project shall be identified. A statement shall be included from the firm that, to the best of its knowledge, there are no circumstances which shall cause a conflict of interest in performing services for the City.

**Related Projects & Experience:** Include descriptions and samples of similar projects/contracts done in the last five years. Each project description must contain the scope of work performed, project location, cost of services, and client's contact information including person's name, title, organization, address, telephone number and email address. Representatives of the City, at their discretion, may call any of the clients listed or any other known clients to verify the performance of the firm or individual submitting the proposal.

**Deconstruction Method:** Provide the methods you will use to deconstruct the bins

**Removal Method:** Provide the methods you will use to remove material from the site

**Requirements:** Provide a list of requirements that you will need from the city, if any

**Payments or Charges:** Provide the dollar amount you are willing to pay or will require from the city for this work

**Timeline:** Provide the length of time, in weeks or months, you believe will be necessary to remove the buildings

### **SELECTION CRITERIA**

The following criteria will be used in the selection process and evaluated to see how well each firm has met the requirements of the RFP.

#### Scope of Services (60% of score)

Company's understanding of required services and proposed methodology.

#### Experience, Qualifications, Expertise of Firm (20% of score)

The company's experience with similar projects

#### Cost benefit to the City (10% of score)

Value provided to the city in payment or reduction in cost from the contractor for salvaged material

#### References (5% of score)

Information from references on past projects.

#### Quality and Thoroughness of Proposal (5% of score)

Responsiveness to requirements stated in RFP.

### **INQUIRIES**

Inquiries concerning the RFP are to be made to:

Brian Stineman

Public Works Director

Email: [bstineman@muscatineiowa.gov](mailto:bstineman@muscatineiowa.gov)

Phone: 563-263-8933

## **INSURANCE**

The Contractor shall purchase and maintain throughout the construction period, insurance in the following minimum requirements, and the coverage must be written in a company that has a Best's rating of B+ or better:

(1) Worker's compensation insurance including Employer's Liability and Occupation disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Contractor under the contract. The policy will contain broad form all states endorsement.

(2) Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury, and X, C, and U coverage; coverages must meet the following limits. Deductibles on bodily injury are not acceptable:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
Combined Single Limit	\$1,000,000 each occurrence
Umbrella Liability Coverage	\$2,000,000 Total

(3) Comprehensive General Automobile liability insurance on all self-propelled vehicles not covered under general liability and used in connection with the Contract, whether owner, non-owner, or hired:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Option: Combined Single Limit	\$1,000,000 each occurrence

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in the above paragraphs. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the bid price.

Any reductions in limits or coverages or exceptions to the insurance requirements can be made if requested in writing and mutually agreed to.

The Contractor shall furnish to the Owner, Certificates of Insurance evidencing compliance with the foregoing requirements before commencing any operations under this contract. (These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Owner and Engineer).

### **PROPOSALS NOT CONFIDENTIAL**

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may, but is not required to, keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Muscatine County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7

of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

## **OTHER PROVISIONS**

**Signature by Responsible Party.** All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership or corporation. No consultant may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of proposals.

**City's Rights Reserved.** The City reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which, in the judgment of the City is most advantageous to the City and to re-advertise if desired.

**Conflict of Interest.** The firm agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The firm further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

**Indemnification.** The firm agrees to protect, defend, indemnify, and hold harmless the City, its elected and appointed officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, caused by firm's proposals or subsequent submittals.

Firm's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright or service mark, or any actual or alleged unfair completion, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

**Ownership.** All documents and materials prepared pursuant to this proposal are the property of the City of Muscatine. The City of Muscatine shall have the unrestricted authority to publish, disclose, distribute and other use, in whole or in part, any reports, data or other materials prepared under this process.

**Verbal Agreement.** No verbal agreement or conversation with any elected or appointed official, agency or employee of any of the parties involved, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the consultant to any additional compensation or consideration whatsoever under the terms of this Request for Qualifications.

**Changes.** The City of Muscatine may, from time to time, request changes in the Request for Proposals issued, to be performed hereunder. Such changes shall be incorporated in written amendments to this Request for Proposals.

**Anti-Discrimination.** The consultant shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, political beliefs or affiliations, or sexual orientation.

**Site Location Map:**





1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

Public Works

City Transit  
263-8152

## REQUEST FOR PROPOSALS

Puritan Ice Building Removal at Former TeStrake Site

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

### **PURPOSE**

The City of Muscatine is currently accepting proposals from qualified firms or individuals for removal and/or salvage of bricks and demolition of the remaining structure at the former Puritan Ice building located at 207 Green Street, known as the TeStrake Site. The ultimate objective of this project is to remove the building from the city-owned property to create open space for future development.

### **METHOD**

This solicitation is a Request for Proposals (RFP). Proposals submitted by the specified deadline will be considered based on the enclosed criteria. All proposal requirements must be met by the responding firm or the submittal may be disqualified as being nonresponsive.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding it to be in the public's best interest to do so.

Proposals will be opened at the date and time specified and each vendor submitting a proposal will be recorded as a respondent. Proposal content, including pricing, will be kept confidential until the contract is awarded.

### **DEADLINE FOR PROPOSALS**

Proposals must be received by the City's Finance Department no later than **2:00 p.m., on June 30, 2017**. The proposal submittal must be responsive to the requirements stated in the RFP.

The sealed proposal must be submitted to:

City of Muscatine  
Finance Department  
City Hall – Finance Office  
215 Sycamore Street  
Muscatine, IA 52761

The envelope or package containing the proposal submittals must be clearly marked on the outside with the firm's name and address and the following: **Puritan Ice Building Removal**

## **BACKGROUND**

The City of Muscatine has acquired the former TeStrake property, located at 207 Green Street. The buildings on the parcel need to be removed to create open space on this lot for future development. Three separate RFPs have been developed to remove structures from this property. They include salvage of the Grain Bins, demolition of the main building, and this request for salvage of the Puritan Ice Building. The selected firm will need to coordinate site access and removal with the Mississippi Drive project contractor to ensure that work to remove the buildings does not cause delays to the street construction project. The city feels that the materials used to construct the buildings has value other than scrap and are interested to find out if there are parties willing to salvage the building materials and demolish the remainder of the building. An aerial photo of the site indicating the items included in this RFP is attached at the end of this request for proposals. All interested bidders will need to visit the site to view the building in its current condition. The city does not certify the structural integrity of any of the buildings. Entry and removal is at the risk of the contractor. All asbestos containing materials have previously been removed from the entire site.

## **SCOPE OF SERVICES**

This preliminary Scope of Services is intended to provide a basis for the selection of a provider and to generally describe services to be offered by the provider. The following topics should be addressed in your proposal along with any other areas that are deemed applicable:

- Provide the methods you will use to deconstruct the building
- Provide the methods you will use to remove material from the site
- Provide a list of requirements that you will need from the city, if any
- Provide the dollar amount you are willing to pay or will require from the city for this work
- Provide the length of time, in weeks or months, you believe will be necessary to remove the buildings

## **TENTATIVE SCHEDULE**

It is anticipated that the contract will be awarded after the July 6, 2017 City Council meeting and that work shall commence on the project immediately with a schedule developed by the City and the successful bidder. Coordination between the successful bidder and the city will be necessary before beginning the removal of any parts of the building.

## **PROPOSAL FORMAT**

To standardize responses and simplify the comparison and evaluation of the responses, all proposals must be organized in the manner set forth below, separated into sections, with each section titled appropriately. All information and materials requested shall be provided in the proposal under a single cover.

**Business Organization:** The full name and address of the firm's headquarters and the regional office that will perform the services described herein shall be stated. The principal in charge of the project shall be identified. A statement shall be included from the firm that, to the best of its knowledge, there are no circumstances which shall cause a conflict of interest in performing services for the City.

**Related Projects & Experience:** Include descriptions and samples of similar projects/contracts done in the last five years. Each project description must contain the scope of work performed, project location, cost of services, and client's contact information including person's name, title, organization, address, telephone number and email address. Representatives of the City, at their discretion, may call any of the clients listed or any other known clients to verify the performance of the firm or individual submitting the proposal.

**Deconstruction Method:** Provide the methods you will use to deconstruct the building

**Removal Method:** Provide the methods you will use to remove material from the site

**Requirements:** Provide a list of requirements that you will need from the city, if any

**Payments or Charges:** Provide the dollar amount you are willing to pay or will require from the city for this work

**Timeline:** Provide the length of time, in weeks or months, you believe will be necessary to remove the buildings

### **SELECTION CRITERIA**

The following criteria will be used in the selection process and evaluated to see how well each firm has met the requirements of the RFP.

#### Scope of Services (60% of score)

Company's understanding of required services and proposed methodology.

#### Experience, Qualifications, Expertise of Firm (20% of score)

The company's experience with similar projects

#### Cost benefit to the City (10% of score)

Value provided to the city in payment or reduction in cost from the contractor for salvaged material

#### References (5% of score)

Information from references on past projects.

#### Quality and Thoroughness of Proposal (5% of score)

Responsiveness to requirements stated in RFP.

### **INQUIRIES**

Inquiries concerning the RFP are to be made to:

Brian Stineman

Public Works Director

Email: [bstineman@muscatineiowa.gov](mailto:bstineman@muscatineiowa.gov)

Phone: 563-263-8933

## **INSURANCE**

The Contractor shall purchase and maintain throughout the construction period, insurance in the following minimum requirements, and the coverage must be written in a company that has a Best's rating of B+ or better:

- (1) Worker's compensation insurance including Employer's Liability and Occupation disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Contractor under the contract. The policy will contain broad form all states endorsement.
- (2) Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury, and X, C, and U coverage; coverages must meet the following limits. Deductibles on bodily injury are not acceptable:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
Combined Single Limit	\$1,000,000 each occurrence
Umbrella Liability Coverage	\$2,000,000 Total

- (3) Comprehensive General Automobile liability insurance on all self-propelled vehicles not covered under general liability and used in connection with the Contract, whether owner, non-owner, or hired:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Option: Combined Single Limit	\$1,000,000 each occurrence

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in the above paragraphs. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the bid price.

Any reductions in limits or coverages or exceptions to the insurance requirements can be made if requested in writing and mutually agreed to.

The Contractor shall furnish to the Owner, Certificates of Insurance evidencing compliance with the foregoing requirements before commencing any operations under this contract. (These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Owner and Engineer).

### **PROPOSALS NOT CONFIDENTIAL**

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may, but is not required to, keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Muscatine County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7

of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

## **OTHER PROVISIONS**

**Signature by Responsible Party.** All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership or corporation. No consultant may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of proposals.

**City's Rights Reserved.** The City reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which, in the judgment of the City is most advantageous to the City and to re-advertise if desired.

**Conflict of Interest.** The firm agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The firm further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

**Indemnification.** The firm agrees to protect, defend, indemnify, and hold harmless the City, its elected and appointed officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, caused by firm's proposals or subsequent submittals.

Firm's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright or service mark, or any actual or alleged unfair completion, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

**Ownership.** All documents and materials prepared pursuant to this proposal are the property of the City of Muscatine. The City of Muscatine shall have the unrestricted authority to publish, disclose, distribute and other use, in whole or in part, any reports, data or other materials prepared under this process.

**Verbal Agreement.** No verbal agreement or conversation with any elected or appointed official, agency or employee of any of the parties involved, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the consultant to any additional compensation or consideration whatsoever under the terms of this Request for Qualifications.

**Changes.** The City of Muscatine may, from time to time, request changes in the Request for Proposals issued, to be performed hereunder. Such changes shall be incorporated in written amendments to this Request for Proposals.

**Anti-Discrimination.** The consultant shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, political beliefs or affiliations, or sexual orientation.

**Site Location Map:**





Hill, Randy &lt;rhill@muscatineiowa.gov&gt;

## NEXT PROJECT MEETING: Wednesday, July 5, 2017 - 7:30 a.m. Miniter FO

Hill, Randy &lt;rhill@muscatineiowa.gov&gt;

Thu, Jun 29, 2017 at 8:48 AM

Draft

Gentlemen --- the following are my notes from our Team Meeting on Wednesday, June 28, 2017:

### 1. West Hill Sewer Separation

- a. Moving to 4th Street Park site
- b. Goal: Have project completed by September 30, 2017

### 2. Mulberry Ave. Reconstruction Project

- a. Removed bad top soil material along North Side
- b. Sidewalk repairs are needed
- c. Reseed
- d. Work with WPCP for retention basin low-growth plantings
- e. Closeout: July 20, 2017 Council Meeting

### 3. Mississippi Drive Corridor Project

- a. River levels have dropped - return to Iowa/Miss. Dr. sanitary sewer
- b. Mississippi Dr. closed at Broadway
- c. Contractor refocused on Iowa/Mississippi Dr
- d. Met with business owners fronting or adjacent to project area
  - 1. June 1, 2017
  - 2. June 8, 2017
  - 3. June 22, 2017
  - 4. Next meeting is July 6th
- e. Met with business owners at Carver Corner vicinity June 9, 2017
- f. Schedule of work:
  - Storm & Sanitary connections are ready
  - Preparing to pave south side of Miss. Dr. between Iowa & Sycamore
  - Problems with the bar screen at Papoose Pump Station
- g. Key Dates:
  - June 29 - July 1: Coordination with Merit to install sanitary on Chestnut
  - July 5th-7th: Making bore pits and boring two 14" castings for electrical and water

### 4. Musser-Wiggins Trail

- a. DeLong at Deep Lakes Park Grading
- b. Sidewalk removal completed and grading along Houser
- c. Clearing & Grubbing along RR tracks
- d. 36" culvert installed at Deep Lakes Park
- e. Silt fence installed
- f. MPW working on water main in trail project area
- g. Next: sub-base along Houser and then paving from KS Park to Grandview
- h. 80 day completion period

### 5. Library Relocation Project

- a. Final review of costs with Library Staff
- b. Fundraising opportunities need identified
- c. Updated report needs to be made to Gregg & Gary

### 6. Riverview Master Plan

- a. Awaiting final report from SEH
- b. Met with Administrator and discussed future riverfront projects
- c. Met with Jon Koch re: Papoose Creek Pump Station Facade
  - (1) Project should include facade and electrical upgrades and bathrooms
  - (2) Will assist Jon with writing an RFP for design concept

### 7. Property Acquisition/Demolition

- a. Need to remove asbestos
- b. Building unstable
- c. Minor EA documents still need approval before demo of site
- d. June 30, 2017 Deadline
- e. Project with Community Development Department

**8. Landfill Cell Construction**

- a. On schedule for a June 30th bid opening
- b. Pre-bid meeting held June 14th at Landfill
- c. Existing Storage building to be moved to new site at Landfill

**9. Cleveland Ave. Reconstruction**

- a. Project on schedule --- see Council Schedule Worksheet
- b. Bid Opening on June 29, 2017

**10. 2017 Sidewalk Program**

- a. Presentation to Council at the June 8th Council Meeting
- b. Will become a Fall Project

**11. West Hill Sewer Separation Street Tree Restoration Project**

- a. A project to replace Street Trees as a result of the West Hill Project has been established
  - (1) Other Areas include Mulberry and Cedar Street: 2nd - Mississippi Dr.
- b. Collaborative effort: Public Works, Parks & Rec., Project Team
- c. Met on June 7th to discuss responsibilities and methodology.
  - (1) B. Haag has drafted a door-knocker for affected residents - final review needed
  - (2) Parks Dept will develop a street tree plan
  - (3) Will apply for a grant from Alliant in the Fall for a Spring 2018 planting

**12. Grandview Ave Reconstruction Project**

- a. Met with MPW/BM/City Staff on June 15th to further define Scope of Work
- b. Can revised Bolton-Menk's proposal for design costs after that meeting

**13. 2nd/Mulberry Roundabout Design**

- a. Council authorizes design development at June 15, 2017 meeting
- b. Awaiting final EA clearance
- c. Possible Bid Letting (or Change Order) in January 2018

**14. West Side Trail**

- a. RFP prepared for distribution
- b. An additional \$70K - \$80K of TAP funds may be available for this project

**15. Future Projects**

- a. Riverfront: Papoose Creek Pump Station Facade/Bathrooms/Electrical
- b. Riverfront: Moving Dredge Spoils from Riverfront to Public Works
- c. Grandview Ave. related projects outside EA footprint

**16. Continuity Planning**

- a. Traffic Control Plan Underway - How is it working
  - (1) Presentation to Council at the June 8th In-Depth Meeting
- b. Communication Plan
  - (1) Meeting bi-weekly with Business Owners on Mississippi Drive Project

***Reminder: next meeting is Wednesday, July 5th. If you have any questions, please contact me.***



Hill, Randy &lt;rhill@muscatineiowa.gov&gt;

## Revised: Council Schedule for Construction Projects

Hill, Randy <rhill@muscatineiowa.gov>

Thu, Jun 29, 2017 at 8:52 AM

Draft

Team ---

The following is a revision of the council schedule as of June 29, 2017. This schedule is flexible, but it helps us stay focused and provides a "process" road map for construction projects.

### July 6, 2017

1. Resolution Awarding contract for the Cleveland Ave. Reconstruction Project
2. Resolution Awarding Contract for the Landfill Cell Construction Project
3. Resolution Awarding Contract for the 2017 Asphalt Overlay Program
4. Request Authorization to Submit CAT Grant
5. Request Approval of Change Orders for Miss. Dr. Project

### July 13, 2017

1. Request Authorization to Enter into an Agreement: REC for By-Pass/Mulberry Lights?????
2. Sidewalk Poetry Request

### July 20, 2017

1. Resolution Approving Contract & Bond: Cleveland Ave. Reconstruction Project
2. Resolution Approving Contract and Bond: Landfill Cell Construction Project
3. Resolution Approving Contract and Bond: 2017 Asphalt Overlay Program
4. Resolution Accepting Completed Work: Mulberry Ave. Reconstruction Project

### August 3, 2017

Hope this helps. If I have left anything out please let me know. rhill