

**PROPOSAL FOR ASBESTOS SURVEY &
MONITORING OF ABATEMENT
WITH PROPOSED FORM OF CONTRACT**

Project: 404 HMGP Flood Buyout Program- Asbestos Survey

For the City of: Mystic, Iowa

Contractor: _____

Address: _____

City: _____

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between the City of Mystic, Iowa (hereinafter called the "City") and _____, hereinafter called the "Contractor."

WHEREAS, the City requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the City requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof,

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the City of Mystic, Iowa, asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Parts 61 and 763, NESHAP, and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. Work to be performed includes the following:
 - Locate and identify asbestos containing materials (ACM) in each structure located at the address(es) listed
 - Taking an adequate number of samples to identify ACM
 - Suspect materials will be sampled and analyzed in an accredited lab
 - Provide a written report for each property location on the samples taken, room location and it's area, the type of ACM, the percentage and quantity, and other pertinent information for the requirements of an Asbestos Survey
 - Provide written specifications for required asbestos abatement procedures

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion

The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties.

2. Payment for work completed shall be based on: (See bid tabulations sheet marked Exhibit "B")
 - Labor and materials required for adequate surveying and sampling of any structures purchased by the City as part of the HMGP Buyout Program.
 - Lab analysis of samples submitted.
 - Monitoring, verification and reporting of abatement as set out in the resulting reports.
3. The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying and monitoring of abatement, for all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment, labor to complete the work in accordance with these plans and specifications.
4. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
5. The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 15 days of notification.
6. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
7. The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the City Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
8. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
9. It is understood and agreed that the City Council may at any time cancel or terminate this agreement for any good and reasonable cause. Such cause includes, but is not limited to, failure of the Contractor to fulfill or discharge any of the duties or obligations or to otherwise perform in accordance with the terms of this agreement. The City shall cancel this agreement by sending notice of cancellation to the Contractor by certified mail. In the event the agreement is cancelled, the City shall determine the amount of payment due. Payment will be made on the basis of the schedule of fees for completed asbestos surveying and monitoring of abatement and on the basis of prorated time for

partially completed work. In no case shall payment exceed the greater of either the schedule of fees specified in the bid tabulations or any revisions to such tabulations made under terms of this agreement.

10. Federal procurement policy is attached hereto as Exhibit "A" and made a part hereof by reference.

Contractor is an: Individual Partnership Corporation Firm

Company Name: _____

By: _____

Title: _____

Address: _____

City: _____ State: _____

Phone Number: _____

Approval Recommended:

By: _____

Title: _____

Date: _____

Approved:

By: _____

Title: _____

Date: _____

EXHIBIT "A"
FEMA 44 CFR 13.36(i) procurement requirements:

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Omitted

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]