

**City of Hillsdale
Blight Elimination Program**

**Project: Demolition of the
Residential Structures located at 65 & 69 Westwood St.**

Bid Responses Due: June 14, 2021 at 9:00 am

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CITY OF HILLSDALE, MICHIGAN
97 North Broad Street
Hillsdale, Michigan 49242

May 20, 2021

INVITATION TO BID

Sealed proposals for City of Hillsdale Blight Elimination Program will be received by the City of Hillsdale Zoning Administrator, 97 N. Broad St., Hillsdale, Michigan, until 9:00 AM, June 14, 2021.

Bidders may obtain packets containing Instructions to Bidders, Proposal Forms, Specifications and Contract Forms at the City Clerk or Planning/Zoning Department, 97 N. Broad St., Hillsdale, Michigan 49242, Telephone: 517-437-6455 or from the City's website at <http://www.cityofhillsdale.org>.

The City of Hillsdale does not discriminate on the basis of religion, race, color, national origin, age, sex, height, weight, handicapped, or marital status as to: access, availability, employment, or participation in any of its programs and activities.

City of Hillsdale
Alan Beeker
Planning/Zoning

INSTRUCTIONS TO BIDDERS

1. **PROJECT:** The work includes the following partial listing of items with approximate quantities:

The scope of this work shall include all labor, equipment and materials necessary to complete this project according to the specifications listed in the contract documents. All labor, equipment and materials necessary for completion of the work, but not specifically listed as a pay item, will be deemed to be included in one or more of the pay items listed in the bid sheet.

2. **PROPOSALS:**

- a. Proposals are to be submitted on the forms attached. They should be submitted to the Zoning Administrator, City of Hillsdale, as provided in the Invitation for Bids in a sealed envelope marked: **Sealed proposals for City of Hillsdale Blight Elimination Program.**
- b. Proposals, affidavits, certificates and all appendices must be fully and properly filled out and executed. All documentation must be attached.
- c. Proposals must be bid on a unit price basis as applied to the estimated quantities. Where errors of extension of totals are made, the unit price bid multiplied by the estimated quantity shall govern. The preliminary estimates of quantities indicated, although given with as much accuracy as possible, are to be regarded as approximately only, and are given for the general guidance of the Bidders and as a basis upon which the different proposal may be compared. The City reserves the right to increase or diminish any or all of these quantities within reasonable limits.

Upon the discovery of an obvious error in a bid document that could result in a change in the amount of a bid, the staff of the Planning/Zoning Department shall contact the Bidder in writing and advise the Bidder that it has seven working days from the date of the letter to correct the error. This correction shall be in writing directed to the Zoning Administrator and shall be postmarked no later than seven working days from the date of the letter referred to in the first sentence of this paragraph.

- d. Proposals may be withdrawn up to the time for opening bids announced in the Invitation for Bids. Proposals shall remain in effect for 90 calendar days.
- e. Each Bidder shall be held to have examined the site of the proposed work and adjacent areas in order to arrive at a clear understanding of the conditions under which the work is to be done. He shall be held responsible to have compared the site with the drawings and specifications (if provided) and to have satisfied himself as to the conditions of the site, existing obstructions, the actual elevations, and any other conditions affecting the carrying out of his work. No allowance or extra consideration on behalf of the Bidder shall be allowed by reason of error, negligence, oversight, or carelessness on the part of the Bidder.
- f. The City may request of any Bidder evidence of experience performing the work being bid, and may require information on financial status and equipment available for the project.

- g. Each Bidder shall indicate on the Proposal Forms the name, address, and a complete description of work to be performed by each subcontractor on this project. All subcontractors must be approved by the City, and must meet the same requirements of the successful Bidder.
- 3. **BID SECURITY:** All Proposals must be accompanied by a bid bond with authorized surety companies in the amount of 5% of the aggregate bid total. Such bid bonds must be executed to the City of Hillsdale, Michigan.

All proposals submitted without bid security will be returned to the bidder unread.

- 4. **EQUAL EMPLOYMENT OPPORTUNITY:** All Bidders shall complete the Equal Employment Opportunity Certification, Certification of Non-segregated Facilities, and Non-Collusion Affidavit, found in Section P of the Proposal Forms.

5. **AWARD:**

- A. The City Manager will be advised of the bids received and receive staff recommendations on award. **The City reserves the right to award properties individually, as any combination of properties, or as an entire package to the lowest Bidder or Bidders in order to provide the lowest cost for the City.** Provided however, the City Manager has the authority to reject any and all bids, and to accept or recommend the acceptance of other than the lowest responsive bid when the public interest is served thereby and such action is in the best interest of the City.
- B. The City Manager reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids.

6. **CONTRACT:**

- A. Bidder shall, within ten days of Notice of Award, provide the City at the Bidder's expense, a performance bond executed to the City (three (3) originals required), to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work using the forms provided.

All bonds shall be signed by the Bidder and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City and authorized to do business with the State of Michigan. Said bonds shall be payable to the City of Hillsdale and filed in the office of the City Clerk.

- B. Within 10 days of notification of award, the Bidder must provide certificates of insurance evidencing insurance coverage as required by the Contract.
- C. The successful Bidder will be required to sign a contract in three counterparts in substantially the form provided with this bid packet. Failure to do so within 10 days of Notification of Award will result in forfeiture of the bid security.

- D. The Bidder will be provided with Notification to Proceed upon completion of the steps in this paragraph.
7. Contract Documents require that all work on this project be completed for each site as follows:
- A. All structures must be demolished, gas, electric, water and sewer terminated, excavation backfilled and entire site cleaned and leveled to a safe rough grade within five (5) calendar days of the start date of each demolition. This five (5) day requirement is to prevent hazardous sites.
 - B. Concrete sidewalks, approaches and curb and gutter replacement must be completed within five (5) calendar days of removal. Safety barricades must be installed and maintained at all locations until concrete is replaced. Failure to comply with this requirement may result in the City hiring an independent contractor to install the missing sidewalks, approaches, and or curb cuts with cost of same deducted from any payment due to the Contractor from the City.

This provision is to ensure that trip/fall hazards at sidewalks, approaches and open curb cuts along City streets do not remain for more than five (5) calendar days.

STATEMENT OF NO BID

Note: If you do not intend to bid on this project please complete and return this form immediately. The City of Hillsdale wishes to keep its Qualified Bidders List file up-to-date. If for any reason you cannot supply the service noted in this bid solicitation, this form must be completed and returned to remain on the Qualified Bidders List for future projects of this type.

If you do not submit a Bid for this project or return this STATEMENT OF NO BID by the bid opening date and time we will assume that you no longer wish to remain on the Qualified Bidders List and your name will be removed from the Qualified Bidders List.

Please provide a brief reason why you have decided not to bid on this project:

Company Name	
Company Street Address	
City, State, Zip	
Telephone	
Email Address	
Federal ID Number	
Signature	
Print or Type Name	
Job Title	

PROPOSAL

TO: City Manager
C/o Zoning Administrator
97 N. Broad Street
Hillsdale, Michigan 49242

Date: _____

In compliance with your invitation for bids dated _____
to perform _____
in the City of Hillsdale, the undersigned, a(n) _____

1. Individual, resident of _____
doing business as _____
at _____
2. Partnership, consisting of _____
and _____
under the firm name of _____
3. Corporation by the name of _____
organized and existing under the laws of the State of _____
with offices at _____

hereby proposes to perform said work, strictly as specified in the bid documents at the prices set forth on the attached schedule of bid prices, upon receipt of written notice of acceptance of this bid within sixty (60) calendar days after opening of the bids at the time stated in said Invitation; to execute a properly completed contract in the form provided with the bid documents in accordance with this bid; to give bond with good and sufficient surety or sureties, satisfactory to the City Attorney of Hillsdale, for the faithful performance of said contract, for payment of labor and materials, and, if required, for maintenance of work; and to give such bond within ten (10) days after notice of award.

FEDERAL ID# (if applicable) _____

(Corporate Seal, if applicable) Name of Bidder: _____

Signed By: _____

Its: _____

MINIMUM QUALIFICATIONS OF BIDDERS

In order to qualify as a qualified firm, a Bidder shall have the capability in all respects to perform any possible future contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

Please submit all required documents in the attached sections:

- A. Certificates of insurance listing the limits of liability and endorsements naming the City of Hillsdale as an additional insured;
- B. Three (3) References;
- C. Bid Bond and Performance Bond;
- D. State and local licenses and permits for all workers, subcontractors and employees of subcontractors.

REFERENCE QUESTIONNAIRE

Please answer the following questions completely.

1. Firm name: _____
2. Established: Year _____ Number of Employees _____
3. Type of organization: Individual____ Partnership____ Corporation____ Other____
4. Former name(s) if any, and year(s) in business

5. Include at least 3 references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.

- 5.1 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____
- 5.2 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____
- 5.3 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed _____

Name _____

Title _____

Date _____

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Hillsdale, Michigan, a Michigan municipal corporation, herein "the City", and _____ whose address is _____ herein "the Contractor".

WITNESSETH:

WHEREAS, the City deems it necessary to undertake the herein described Project; and

WHEREAS, the City has advertised for sealed proposals for said Project; and

WHEREAS, the Contractor submitted a proposal for said Project which was accepted by the City as the lowest responsible bid, and

WHEREAS, the City has in all other respects complied with requirements for entering into this Agreement; and

WHEREAS, the persons executing this Agreement are duly authorized by the respective parties;

NOW, THEREFORE, for, and in consideration of, the recited promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- I. A. Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the project as described in the Contract Documents; and
- B. Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the unit prices' bid for the **total sum of:** _____.
- C. Contractor agrees to commence and to complete all work within the time limit as listed in the Instructions to Bidders.
- II. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.
- III. This Agreement includes of all the Contract Documents listed in the General Conditions, which are fully incorporated by reference whether attached or not.
- IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.
- V. This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.
- VI. The provisions of the City of Hillsdale's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.
- VII. To the extent permitted by law, all debris and other construction materials removed from the site shall be the property of the Bidder and shall be entirely within the control of the Bidder. Bidder

agrees to indemnify, defend, and save the City of Hillsdale, its agents, servant, employees, or representatives (hereinafter “the City”), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, or otherwise, brought or recovered against the City for any reason of any act or omission, without limitation or exception, of the City, the Bidder, its agents, employees, subcontractors, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to the debris or construction materials.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

CITY OF HILLSDALE, MICHIGAN
A Municipal Corporation

Bidder

Print or Type Name

Company Name

Katy Price – City Clerk

David Mackie – City Manager

GENERAL CONDITIONS

I. **DEFINITION OF TERMS USED:** The terms used in the Contract Documents are defined as follows:

- A. "City" shall mean the City of Hillsdale, Michigan, a municipal corporation or the City department responsible for overseeing the performance of the work.
- B. "Contract Documents" shall include the following:
- | | |
|-------------------------------------|--------------------|
| Invitation to Bid | Bid Bond |
| Instructions to Bidders | Notice of Award |
| Addendums | Performance Bond |
| Payment Bond | Agreement |
| Insurance Certificate | Change Orders |
| Notice to Proceed | General Conditions |
| Special Provisions | Bid Proposal |
| Maintenance Bond | |
| All other documents attached hereto | |
- C. "Bidder" shall mean the person or persons, firm partnership, company or corporation who has contracted for the completion of the work specified in the contract documents.
- D. "Work" shall mean the services to be performed by the Bidder as set forth in these contract documents.

II. **BIDDER'S OBLIGATIONS:**

- A. **Schedule of Work:** The Bidder shall prior to start of construction, submit to the City for approval a practicable and feasible schedule, showing the order in which he proposes to carry on the work. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time.
- B. **Drawings and Specifications:** The drawings and specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the City, but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the drawings and/or specifications, the Bidder shall report it to the City and obtain proper adjustments before proceeding with the work. In the case where soil borings have been made, and logs thereof are recorded, the information is offered to the Bidder merely as evidence and the Bidder himself must assume entire responsibility for any conclusions which he may draw from it.
- C. **Performance and Completion of Work:** Bidder shall provide all labor, materials, tools, and equipment for proper execution of work in accordance with contract documents, and shall complete and deliver work to the City within the specified time. The Bidder shall furnish sufficient forces, construction plant and equipment as may be

necessary to ensure the progress of the work in accordance with the approved progress schedule. If, to maintain satisfactory progress, it is necessary to increase the work force or to work overtime, such additional work shall be without additional cost to the City.

Failure of the Bidder to comply with the requirements of the Contract under this provision will be grounds for determination by the City that the Bidder is not pursuing the work with such diligence as will ensure completion within the specified time limits. Upon such determination by the City, it may terminate the Bidder's right to proceed with the work, in accordance with the provisions governing Termination of Contract in these General Conditions.

- D. **Materials and Workmanship:** All materials shall meet the requirements of the applicable specifications and shall be installed or used in accordance with the directions of the manufacturer. All work shall be done in a good, substantial, workmanlike manner, by appropriately licensed workmen.
- E. **Superintendence by Bidder:** The Bidder shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the City, on the work at all times during progress, with authority to act for him. The Bidder shall also be responsible for the general supervision and coordination of work among the various subcontractors.
- F. **Permits, Fees, and Notices:** The Bidder shall secure and pay for the demolition permit, if required, and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

The Bidder shall comply with and give notices required by laws, ordinances, rules, regulation and lawful orders of public authorities bearing on performance of the Work.

All work shall comply with all requirements of all current ordinances, laws and regulations of all federal, state and local authorities having jurisdiction. The Bidder shall be responsible for requesting, obtaining and paying for inspections of his work as required by said authorities.

If the Bidder observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulation, the Bidder shall promptly notify the City in writing, and necessary changes shall be accomplished by appropriate modification. If the Bidder performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City, the Bidder shall assume full responsibility for such Work and shall bear the attributable costs.

- G. **Protection of Property and Structures:** The Bidder shall carefully protect the property of the City, adjacent properties and structures, and utilities both above and below the surface of the ground. All damages to property, existing structures, trees and shrubs will be remedied by the Bidder by repairing or replacing the same as incidental to the work, and no extra compensation will be allowed.

- H. **Protection and Preservation of Land Monuments and Property Line Marks:** The Bidder shall protect carefully from disturbance or damage, all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or marker must, of necessity, be disturbed or removed in the performance of the contract, the Bidder shall first give ample notice to the City, so that he may witness or reference in such monuments or markers. Should the Bidder disturb, remove or damage any established land monument or property or street line mark without first giving the City ample notice, the City may, at his option, deduct the cost of reestablishing such monuments or markers from any monies due or to become due the Bidder.
- I. **Safeguards:** The Bidder shall at all times take every precaution to safeguard both employees and the public from hazards incidental to the work, and shall comply with all applicable provision of Federal, state and Municipal Safety Laws and Codes. When required, safeguards shall include watchmen, traffic signalmen, railing, barricades and lights employed in such a manner as to afford maximum safety.
- J. **Use of Premises:** The Bidder shall confine his apparatus, the storage of materials, and the operation of his workers to limits indicated by law, ordinance, permits, or direction of the City, and shall not unreasonably encumber the premises or streets with his equipment or materials. He shall further make every effort to maintain two-way traffic as often as possible. Whenever it becomes necessary to close off a street, permission of the City must be obtained. The Police Department, Fire Department, Traffic City, and local residents will be notified forty-eight (48) hours in advance of each closing by the Bidder.
- K. **Cleanup of Temporary Storage Site:** At the completion of the work, the Bidder shall remove all rubbish, tools, equipment, temporary work and surplus materials from the temporary storage site and adjacent premises. If the Bidder does not attend to such cleaning as above stipulated when so requested by the City, the City may cause such cleaning to be done by others and charge the cost thereof to the Bidder. No portion of the work can be abandoned before the cleanup is completed, nor shall final payment be made prior to complete cleanup and acceptance by the City.
- L. **Water for Construction Use:** If the Bidder intends to use water from the City system, he shall make application to the City Water Department, and pay all charges that may be imposed by the Water Department. Adequate precaution shall be taken by the Bidder against freezing or waste of water. All use of any of the City fire hydrants shall be done in accordance with the requirements of the City Water Department, and every effort will be made by the Bidder to use these hydrants in such a manner as not to interfere with the operation of the City Fire Department.
- III. **INSPECTION:**
The City and its employees, agents or representatives shall at all times have access to the work whenever it is in preparation or in progress, and the Bidder shall provide proper facilities for such access and inspection.

The City shall have the right to reject materials and workmanship which are defective or do not comply with contract documents. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Bidder fails to correct such defective work or remove rejected materials within a reasonable time, the City may remove them and charge the expense to the Bidder.

IV. PAYMENT:

- A. **Acceptance as Release:** Bidder's acceptance of final payment shall be a release to the City of any and all claims of any nature Bidder may assert against City arising out of or relating to this work.

V. CHANGES TO THIS CONTRACT:

- A. **Change Orders:** The City shall have the authority to order changes in the work through additions, deletions or substitutions. Modifications, deletions, additions or substitutions' that change the scope of the work as designated by the contract plans, and extensions of time to complete the contract, shall be covered by a written order signed by the authorized representatives of the Bidder and the City. The contract sum shall be adjusted in accordance with unit prices and/or lump sum prices as bid.

No verbal changes to, or verbal clarifications or verbal communications of any kind relating to any bid specification are binding upon the City.

- B. **Extra Work:** Being defined as work for which unit prices are not listed. Compensation for such extra work shall be based on the actual cost to the Bidder for labor, materials and equipment plus fifteen (15%) percent. The Bidder shall do such extra work as may be ordered by the City. Any extra work required in an emergency to protect life and property shall be performed by the Bidder as is necessary. The City shall be notified within 48 hours of start of any extra work, for which the Bidder shall keep a strict account of actual cost, and a written work order shall be made out as soon as practical to do so. "Extra work" submitted after the 48-hour limitation will not be reimbursed by the City.

- C. **Delays:** Delays shall be separated into two (2) classifications as determined by the City. The classifications are as follows:

1. Delays for which the Bidder is responsible, and
2. The latter classification shall include delays caused by Acts of God, riots, strikes, shortages of materials which could not be avoided by reasonable foresight, national emergencies which might create delays, etc.

Delays falling into classification (2) above shall in no way affect the validity of the Contract, but the time limitation of the Contract shall be extended by the

same amount of time as such delay may cause to be lost. The Bidder must notify the City within 48 hours of any delays falling into this classification.

- D. **Liquidated Damages:** Should the work under these specifications not be finished within the time specified in the Notice to Proceed for any reason other than delays in classification (2) above, it is agreed that there may be deducted by the City from the final payment to the Bidder a sum computed at the rate of one thousand dollars (\$1,000) per calendar day, beginning the day following the scheduled date of completion and continuing until the date of final acceptance of the work. Failure to complete a designated portion of the work according to its scheduled date of completion will also cause a sum computed at the rate of one thousand dollars (\$1,000) per calendar day as above to be deducted from the final payment.

It is understood that the above deduction of *one thousand dollars (\$1,000)* per calendar day is not a penalty, but money due, to be treated as liquidated damages to reimburse the City for the extra costs due to the delay in the completion of the work.

VI. **VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT:**

This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Hillsdale Code of Ordinances (“the Code”). This contract or agreement is also voidable or rescindable if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.

VII. **TERMINATION BY THE CITY:**

Should the Bidder, at any time, refuse or fail to prosecute the work with promptness and diligence, or in accordance with the contract documents, the City may, at its sole discretion, terminate the Bidder's right to proceed with that portion of the work by [BS1] written notice to the Bidder. In such event, the City may enter upon the premises and for the purpose of completing included under the contract, take possession of all suitable materials thereon and finish the work by whatever method it deems expedient. In such case the Bidder shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to the Bidder. If such expense shall exceed the unpaid balance, the Bidder and his sureties shall be liable for and shall pay the difference to the City.

VIII. **SECURITY:**

- A. **Bonds:** Bidder shall, within ten days of Notice of Award, provide the City at the Bidder's expense, a performance bond executed to the City (three (3) originals required), to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the

faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work using the forms provided. (B1 and B2).

All bonds shall be signed by the Bidder and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City and authorized to do business with the State of Michigan. Said bonds shall be payable to the City of Hillsdale and filed in the office of the City Clerk.

- B. Insurance:** The Bidder will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The Bidder shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and approved by the City, that will protect the Bidder, its sub-Bidders, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The Bidder shall at the time of execution of the contract file with the City certificate(s) of insurance and endorsements, which shall cover all of the insurance as required herein. The certificates and endorsements shall reference the project or contract to which they apply. Upon request by the City, the Bidder shall submit all insurance policies for review. The amounts and types of such insurance shall be not less than the following:

1. Minimum required limits of liability:

(A) **Comprehensive Commercial General Liability** limits of at least:

- a. Bodily injury, each occurrence \$2,000,000
- b. Bodily injury, aggregate..... \$2,000,000
- c. Property damage, each occurrence..... \$2,000,000
- d. Property damage, aggregate..... \$2,000,000
(or in the alternative to a, b, c, d)
- e. Bodily injury and Property Damage Combined Single Limit:
each occurrence..... \$2,000,000
and aggregate \$2,000,000

(B) **Automobile Liability** Limits of at least:

- a. Bodily injury, each person \$1,000,000
- b. Bodily injury, each occurrence \$1,000,000
- c. Property damage, each occurrence..... \$1,000,000
(or in the alternative to a, b, c)
- d. Bodily injury and Property Damage Combined Single Limit:
each occurrence..... \$1,000,000

- (C) **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence.
2. **Worker's Compensation and Employer's Liability Insurance** as required by the State of Michigan for all Bidders' employees and those of its sub-Bidders engaged in work under this contract with limits of not less than \$500,000. If Bidder is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Bidder must submit proof of same, satisfactory to the City. **If Bidder is otherwise not obligated to carry Worker's Compensation Coverage, Bidder must submit documentation from the Michigan Department of Labor (Form WC-337 or its equivalent); and**
 3. **If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, Bidder shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.**
 4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Bidder shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Bidder's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
 5. The Bidder shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
 6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Bidder's responsibility for payment of damages resulting from its operations under this contract.
 7. If the contract involves new construction, Bidder shall purchase and maintain an Owner's and Bidder's Protective Liability insurance policy and property insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall

- a. Include the interests of the City, Bidder, Subcontractors, and if applicable, Engineer, City's Consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.
- c. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of City's and architects);
- d. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and,
- e. Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Bidder with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Bidder in accordance with this paragraph must be approved by City prior to commencement of construction.

- C. **Indemnification:** The Bidder shall indemnify, defend, and save the City of Hillsdale, its agents, servants, employees, or representatives (hereinafter "the City), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, or otherwise, brought or recovered against the City by reason of any act or omission, without limitation or exception, of the City, the Bidder, its agents, Bidders, servants, employees, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to this contract. However, this provision does not indemnify, for the sole negligence of the City, in those situations described in Act 165 of the Public Acts of Michigan of 1966, as amended.
- D. **Liens:** Neither the final payment nor the remaining retained percentage shall become due until the Bidder submits to the City (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any lien or claim remains unsatisfied after all payments are

made, the Bidder shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

- E. **Guarantee:** The Bidder shall guarantee all materials and work performed under this Contract for the period of one year from the date final payment is made. The Bidder shall promptly make any corrections made necessary for reason of faulty materials or workmanship, including corrections of damage to other City property resulting thereby, without cost to the City.

IX. ARBITRATION:

- A. **General:** At the City's option, all claims, disputes or questions arising out of or relating to these contract documents may be referred to arbitration for decision and award.
- B. **Selection:** If the City elects to utilize arbitration, the parties may agree on one arbitrator; otherwise a list of three (3) names shall be requested from the American Arbitration Association. Each party shall eliminate one (1) name from the list. After elimination, the one (1) name remaining, shall be the arbitrator who shall determine the dispute and/or award. If both parties eliminate the same name, then the remaining list of two (2) names shall be sent to the American Arbitration Association with a request to have them decide which arbitrator shall hear the case. Certified copies of the findings and/or award shall be filed with the City and the Bidder.
- C. **Compensation:** The arbitrator shall make such rules as he or she shall determine equitable to govern the conduct of the investigation and determination of the award. The arbitrator shall fix the amount of the cost of the proceedings, including his or her fair and reasonable compensation and shall determine how the total cost shall be borne. All proceedings shall be pursuant to the American Arbitrator's Association rules.
- D. **Work to Continue:** The Bidder will carry on the work during the time any arbitration is proceeding, unless agreed in writing by both parties that other arrangements shall be made.

X. MISCELLANEOUS:

- A. **Subcontracts:** The Bidder agrees to be fully responsible to the City for the acts or omissions of his subcontractors and any one employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Bidder.
- B. **Taxes:** The Bidder shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

If the Bidder is not required to pay or bear the burden, or obtains a refund or drawback in the whole or in part of any Michigan sales or use tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall insure solely to the benefit of the City of Hillsdale.

- C. **Assignments:** The Bidder shall not assign this contract nor any monies to become due thereunder without the prior written consent of the City.
- D. **Social Security:** The Bidder shall pay the contributions measured by wages of his employees required by the Social Security Act and/or the Public Acts of the State of Michigan, and shall accept exclusive liability for said contributions both on account of employees carried directly on his payrolls and for those of his sub-Bidders. The Bidder shall further indemnify and hold harmless the City on account of any contributions measured by the wages of employees of the Bidder or any sub-Bidder which may be assessed against the City under authority of said Act of State Law of Michigan.
- E. **Patents:** The Bidder shall defend all suits or claims and shall save the City harmless for liability of any nature or kind, including costs and expenses for or on account of any patented invention, article, or appliance, manufactured or used in the performance of this contract.
- F. **Testing and Laboratory Service:** All field and laboratory inspection and testing of materials prior to use will be provided for the City under a separate contract or arrangement. The manner and extent of such service, and the selection of the testing agencies, shall be established by the City.

Whenever such prior testing of materials shall indicate that such material does not meet specifications, the Bidder may, at his own expense, make appropriate tests to prove otherwise. Final decision on acceptance or rejection of these materials shall be made by the City.

- G. **Interpretation of Contract Documents:** If any doubt exists in the mind of the Bidder as to the correct meaning of any part of the contract documents, he may submit a written request to the City for any interpretation of the intended meaning, and in so doing he must assume the responsibility for its delivery to the City.

In case of any discrepancy in the contract documents, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Bidder, save only at his own risk and expense.

- H. **Access:** The Bidder shall provide the City, the Department of Labor, or any authorized representative thereof; with access to any books, documents, papers, and records of the Bidder which are pertinent to this project for the purpose of making audit, examination, excerpts and transcriptions.
- I. **Measurement and Payment.** In the event the contract involves unit bid pricing, such pricing shall govern over total dollar amounts unless indicated otherwise. Quantities of work completed under the contract shall be determined by the City using the standards or methods of measurement provided in the Specifications, Special Provisions, Supplemental Specifications, or any other provision contained in the contract documents. Every attempt shall be made to measure quantity of work as fairly and accurately as possible; however, in the event of a discrepancy or dispute between the Bidder and the City, the City reserves the right to make final determination of the quantities of work completed in order to calculate the total cost of the work (Total contract amount.)

- J. **Documentation of Compliance.** The Bidder must keep current documentation on file with the City sharing the following:
1. Certificates of insurance listing the limits of liability and endorsements naming the City of Hillsdale as an additional insured;
 2. Bid Bond and Performance Bond;

SPECIFICATIONS

Project Name: *Demolition of
Residential Structures located at 65 & 69
Westwood St.*

Bid Due/Opening Date and Time: June 14, 2021, 9:00am, 2nd. Floor Conference Room, 97
N. Broad St., Hillsdale, MI 49242

All bids must be submitted in sealed envelopes and must include the Project Name on the exterior of the envelope. Questions about this invitation to bid should be directed to Alan Beeker, Zoning Administrator, (517) 437-6455, planning@cityofhillsdale.org.

Mail or deliver bids to: City of Hillsdale Building Department
97 North Broad Street
Hillsdale, Michigan 49242

All Bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Building Department at the above address. Bids must be received before the 9:00 AM, Tuesday, October 1, 2019. Late Bids will not be considered.

A. ADDITIONAL INSTRUCTION TO BIDDERS

1. **EXAMINATION OF BID DOCUMENT:** Before submitting a bid, Bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The Bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation to Bid (ITB) must be made only through the Planning/Zoning Department Contact noted on the cover of this ITB. A violation of this provision is cause for the City to reject a Company's bid. No contact with other City employees is permitted, and may be grounds for disqualification.
3. **INVITATION FOR BID MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the ITB at any time prior to the Bid Deadline at the discretion of the City. It is the Bidder's responsibility to periodically check the City's website at http://www.cityofHillsdale.org/purchasing/available_bids until the posted Bid Deadline to obtain any issued addenda.
4. **PREPARATION OF BID:** The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the Bidder on the Bid Form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the Bidder with ink. The bid shall be legally signed and the completed address of the Bidder given thereon. Bids sent by telegraph, facsimile or other electronic means shall not be considered unless specifically authorized under this ITB.

5. **BID SUBMISSION:** Submit offer on Bid Form provided. Bidders are required to complete entire Bid Forms and supplements. The Bidder must return the Bid Form without detaching any sheets from it. Bids must be submitted to the City of Hillsdale at the location on the cover of this document, before the date and time indicated as the deadline. It is the Bidder's responsibility to ensure their bid is received by the Planning/Zoning Department prior to the Bid Due/Opening Date and Time deadline regardless of delays resulting from postal handling or for any other reason. Bids will be accepted from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday up to the Bid Due/Opening Date and Time except for holidays observed by the City. The Planning/Zoning Department time stamp shall be the official time of receipt of the bid. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Invitation to Bid and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein. The opening and reading of a bid does not constitute the City's acceptance of the Bidder as a responsive and responsible Bidder. All costs incurred in the preparation and presentation of the bid, as well as any resulting contract is the Bidder's sole responsibility; no pre-award costs will be reimbursed to any Bidder.
6. **EXPLANATION TO BIDDERS:** Any information given to a prospective Bidder concerning the ITB will be furnished to all prospective Bidders as an amendment or addendum to the ITB if such information would be prejudicial to uninformed Bidders. Receipt of amendments or addenda by a Bidder must be acknowledged in the bid. Oral explanation or instructions given prior to the opening will not be binding.
7. **WITHDRAWAL OF BID:** Bids may be withdrawn by written notice or in person by a Bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the Bid Due/Opening Date and Time. No bid may be withdrawn for at least ninety (90) days after the Bid Due/Opening Date and Time.
8. **ALTERNATE BIDS:** Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirement of this ITB may be considered non-responsive, and at the option of the City, may result in rejection of the alternate bid.
9. **LATE BIDS:** Any bid received for this project after the exact date and time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
10. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the City. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
11. **REJECTION:** The City Manager reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids. A Bidder's failure to provide any additional information requested by the City prior to a Bidder selection may result in rejection of the bid. The City may reject any bid from any person, firm or corporation in arrears or in default to the City on any contract, debt, or other obligation, or if the Bidder is debarred by the City from consideration

- for a contract award. The City reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional bids.
12. **UNIT PRICES:** If there is a discrepancy between unit prices and their extensions, unit prices shall prevail. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 13. **NON-DISCRIMINATION:** The City of Hillsdale will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
 14. **BID SIGNATURES:** An authorized official must sign bids. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsible Bidder. The Bidder must complete, sign, and have notarized the form regarding Authorization to Submit Bids attached to this ITB.
 15. **FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
 16. **DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsive and justification for the rejection of their bid:
 - a. Evidence of collusion among Bidders;
 - b. Lack of competency as revealed by either financial, experience, capacity, or equipment statements;
 - c. Lack of responsibility as shown by past work;
 - d. Uncompleted work under other contracts which in the judgment of the City, might hinder or prevent the prompt completion of additional work if needed.
 17. **SUBCONTRACTORS:** The successful Bidder must provide a list of all subcontractors regardless of the dollar amount or percentage and the services they will provide. The successful Bidder must provide a copy of a contract between the successful Bidder and all subcontractors. The successful Bidder is responsible for all payments and liabilities of all subcontractors. In an effort to promote supplier diversity, The City encourages Bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the City. The City reserves the right to approve or reject, in writing, any proposed subcontractor. If the City rejects any proposed subcontractor in writing, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the ITB or in the contract shall create or be construed as creating any contractual relationship between the subcontractor and the City. The Contract will not be assignable to any other business entity without the City's approval.
 18. **EMPLOYEES:** All workers employed on this project must be employed by the successful Bidder or their subcontractor(s). The successful Bidder is required to submit a list of all employees who may be working for the successful Bidder and their subcontractors on this project.

19. **BIDDERS RESPONSIBILITY:** The Bidder must be capable, either as a firm or a team, of providing the goods or services as described in the Specifications and/or Scope of Services, and to maintain those capabilities until notification of the fact that their bid response was unsuccessful. Exclusion of any good or service for the ITB may serve as cause for rejection of the bid. The successful Bidder will be responsible for all goods and services in the ITB whether they are provided or performed by the successful Bidder or subcontractors. Further, the City will consider the successful Bidder to be the sole point of contact with regards to contractual matters, including payment of any and all charges resulting from the cost of any contract.
20. **CONTRACT COMMENCEMENT:** Commencement of a contract shall not begin prior to all necessary City approvals, including City Manager approval where required, and receipt of a Notice to Proceed. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

B. SPECIFICATIONS AND/OR SCOPE OF WORK

1. **INTRODUCTION:** Through this Invitation for Bid (ITB) the City of Hillsdale hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for asbestos abatement, demolition of residential buildings and accessory structures, and site restoration at various locations throughout the City of Hillsdale.
2. **BID LIMITATION:** The City of Hillsdale anticipates the overall average cost of hazardous material abatement and demolition of each property should not exceed \$15,000.00.
3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a bid to:
 - a. Examine the contract documents thoroughly;
 - b. Study and understand the contract documents as they relate to the site in any manner affect the cost, progress, or performance of work;
 - c. Visit the site to familiarize themselves with local conditions that may in any manner affect the cost, progress, or performance of the work;
 - e. Consider federal, state, and local laws and regulations that may affect the cost, progress, performance, or furnishing the work; and
 - f. Promptly notify the City of Hillsdale in writing of all conflicts, errors, omissions, ambiguities, or discrepancies which the Bidder has discovered in or between the contract documents and such related documents.
4. Before submitting bids each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price, and other terms and conditions of the contract documents.

5. The locations of existing utilities are taken from records believed to be reliable. The City of Hillsdale, or any employee of the City of Hillsdale, will not be responsible for any omissions of or variations from, the indicated location of existing utilities which may be encountered in the work.
6. The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section, that without exception the bid is based upon performing and furnishing the work required by the contract documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the contract documents, that Bidder has given the City of Hillsdale Zoning Administrator written notice of all conflicts, errors, ambiguities and discrepancies that the Bidder has discovered in the contract documents and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the work, and that the time stated in the proposal is sufficient to complete the project.
7. This project includes the abatement of asbestos, the demolition and removal of the residential buildings and accessory structures, and site improvements as indicated in the attachments for the properties listed below.
8. Professional inspections, surveys, and lab tests of these structures have been completed to determine the presence, types, quantities and locations of asbestos: containing materials (ACM), mercury, and household hazardous waste. A report is included in the attachment for each property. Proper removal of any and all such materials shall be the responsibility of the successful demolition Bidder and all costs for removal shall be included in the bid for each site. Please invite any potential subcontractors to attend the mandatory pre-bid inspections. Area given is the total floor area as shown in the City Assessor database.
9. Contract Documents require that all work on this project be completed for each site as follows:
 - A. All structures must be demolished, gas, electric, water and sewer terminated, excavation backfilled and entire site cleaned and leveled to a safe rough grade within five (5) calendar days of the start date of the demolition. This (5) day requirement is to prevent hazardous sites.
 - B. Concrete sidewalks, approaches and curb and gutter replacement must be completed within five (5) calendar days of removal. Safety barricades must be installed and maintained at all locations until concrete is replaced. Failure to comply with this requirement may result in the City hiring an independent contractor to install the missing sidewalks, approaches, and or curb cuts with cost of same deducted from any payment due to the Contractor from the City.

This provision is to ensure that trip/fall hazards at sidewalks, approaches and open curb cuts along City streets do not remain for more than five (5) calendar days.
10. The Bidder understands that no work may commence until all bonds, licenses and certificates of insurance have been provided to the City. Said documents shall be provided within ten (10) calendar days after receipt of Notice of Award. The Bidder agrees to complete all work detailed herein and to conform with the terms of this contract and all applicable laws, ordinances, rules and regulations within the schedule outlined above. Abatement of hazardous material may not begin

before a Hazardous Material Abatement permit is issued by the Department of Neighborhood and Economic Operations. Demolition may not begin before a demolition permit is issued by the Department of Neighborhood and Economic Operations.

11. Failure to provide all required documents within ten (10) days of receipt of Notice of Award, or failure to complete all required work within the time specified above shall constitute a breach of this contract and justify cancellation by the City. Upon cancellation of the contract, the Bidder shall be liable to the City for any increased cost caused by the Bidders' breach. Bidders declared in breach will also be removed from the active Bidders list maintained by the City until such time as any costs have been reimbursed to the City and/or the matter is otherwise fully resolved to the satisfaction of the City.
12. Bidder shall provide all of the information as requested herein with their bid. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.

C. SCOPE OF SERVICES

The successful Bidder will be responsible for providing the following services for each Property included in this project:

1. Abatement of asbestos indicated in the attached Asbestos Containing Material and Hazardous Materials Inspection Report by a licensed asbestos abatement contractor in accordance with state and federal regulations prior to demolition.
 - a. The demolition contractor is strictly prohibited from beginning demolition of the structure prior to receiving clearance to proceed from the City. The City has hired an independent contractor to conduct hazardous material clearance inspections in order to verify that all hazardous materials have been abated prior to demolition. The demolition contractor must provide an air monitoring report and notify the City when all hazardous material has been abated. There will be a \$5,000.00 fine for beginning demolition of the structure prior to the hazardous material clearance inspection and authorization to proceed with the demolition from the City. The contractor will not be paid for the demolition of any structure if they begin demolition of the structure prior to the hazardous material clearance inspection and authorization to proceed with the demolition from the City.
2. Provide the requisite environmental insurance that will cover the Bidder, its subcontractors, and the City from any claim arising out of the abatement and demolition process. If the Bidder has subcontracted the work to a licensed asbestos abatement firm, the subcontractor's insurance may meet this requirement.
3. Demolition of all structure(s) and abatement of hazardous materials shall be in accordance with the following:
4. *Prior to commencing abatement provide the following:*
 - a. Submit for the City's approval a project schedule for the abatement of hazardous materials, completion of the demolition and all special conditions, and site restorations as required by this Agreement. This schedule shall include allowances for periods of time required for the

City's review. Time limits established in the schedule approved by the City shall not be exceeded by the Bidder.

- b. 10 day Michigan Environment, Great Lakes and Energy (EGLE)/National Emissions Standards for Hazardous Air Pollutants (NESHAP) notice to abate.*
 - c. 10 day Michigan Department of Licensing and Regulatory Affairs (LARA) (Michigan Occupational Safety and Health Administration (MIOSHA)) notice to abate.*
 - d. Provide revised notifications if necessary.*
 - e. Obtain abatement permit from the Department of Public Services..*
5. *Prior to commencing demolition the bidder shall:*
- a. Abate hazardous materials identified in the attached assessment reports for each structure in accordance with local, state, and federal regulations.
 - b. Provide air monitoring report for all abatement activity. Dates must match the appropriate LARA (MIOSHA) abatement notification dates.*
 - c. Provide a Non-Hazardous Special Waste and Asbestos Manifest for disposal of hazardous material in an approved Type II landfill (see attached example).*
 - d. Request Visual Clearance inspection from the Department of Public Services.*
 - e. Provide 10 day EGLE notice to demolish.*
 - f. Provide revised 10 day EGLE notice to demolish if necessary.*
 - g. Arrange for proper abandonment of all utility services. Contact Miss Dig prior to demolition.
 - h. Submit a completed demolition permit application.
 - i. Verify existing condition of streets, sidewalks, curbs, fences, and other infrastructure and site improvements with the Department of Public Services and provide photographs of all damages that exist prior to mobilizing equipment on-site.
 - j. Install storm water inlet filters on storm drain inlets at the demolition site and the first two (2) storm drain inlets downstream of the demolition site or as directed by the Department of Public Services.
 - k. Coordinate the closure of any public street with the Department of Public Services.
 - l. Install safety measures to limit access to the demolition.
 - m. Install soil erosion control measures as site conditions warrant.

6. *During demolition.*

- a. Request a pre-demolition inspector prior to commencing demolition activities.
- b. Water down all attic areas containing insulation prior to demolition and water entire structure during demolition and all demolition debris during loading into trucks for removal from site, to the satisfaction of the Department of Public Services using a minimum three (3) inch hose. Provide a water truck or contact the Board of Public Utilities Water Department (517-437-6412) for a metered connection to a City fire hydrant. Inspection of watering must be requested by Bidder.
- c. Demolish the entire structure including all appurtenances attached thereto.
- d. Remove all footings, foundations, basement walls, and basement floors.
- e. Remove all debris from basements, partial basements, and foundation excavations.
- f. Terminate existing sanitary, storm sewer and water service lateral(s) within the foundation excavation area. Ensure watertight terminations and record the locations with triangulation measurements on the demolition permit checklist.
- g. Demolish or remove all garages, sheds, and accessory or temporary structures including, but not limited to, poles, decks, fences, retaining walls, carports, pools, and play structures as directed by the Department of Public Services.
- h. Remove all trees, shrubs and vegetation as listed on the demolition special conditions provided and as directed by the Department of Public Services.
- i. Remove all hard surfaces including, but not limited to, concrete, masonry, asphalt, and hard packed stone or gravel.
- j. Remove all driveway curb and gutter openings and approaches as directed by the Department of Public Services.
- k. Remove sidewalk section(s) as listed on the demolition special conditions provided.

7. *After demolition.*

- a. Request inspection by the Department of Public Services of all basement and foundation excavations and water and sewer termination prior to backfilling.
- b. Backfill all excavations with granular, class 2 sand, compacted to 95% density to prevent settling. Compaction is to be completed using vibrating rollers or hoe-packs. Tract excavator compaction only is not permitted. The Department of Public Services reserves the right to require compaction testing paid by the Bidder if deemed necessary.

- c. Water down sidewalks and streets adjacent to the demolition site at the end of each day of demolition and after loading demolition debris for removal from the site.
- d. Install new curb and gutter as indicated on the demolition special conditions report. Hand tool joints required. Saw cut joints prohibited.

Gutter pans must be finished to a clean straight edge in alignment with existing curbs. Forming of the face of the gutter pan may be required. All surfaces in City streets requiring repairs must be completed using hot-patch asphalt. Overflow in City streets is strictly prohibited.

- e. Grade the entire site (pin to pin) to blend smoothly with surrounding properties, public sidewalks, driveways, and curbs. Final grade shall be executed in a manner that provides a continuous smooth grade free of voids, pockets, and debris including, but not limited to, rocks, roots, plastic, wood, cement, block, brick, and steel or other construction material. Grade shall be completed so as to eliminate pooling or draining of water onto neighboring properties. Install three (3) inches of topsoil. The topsoil shall be reasonably free of noxious weeds or other foreign matter such as stones, clay lumps, grass, roots, sticks, and other extraneous matter. **Final site restoration of the main lot may include, but is not be limited to, sod or slow growing climate appropriate perennial grass seed covered with straw. Final site restoration of the area between the sidewalk and street may include, but is not limited to, sod or slow growing climate appropriate perennial grass seed covered with biodegradable straw blankets installed and pinned per manufacturer specifications. Bidder must warranty site for a minimum of one (1) year.**
- f. Repair, reseed and cover with straw landscape areas on adjoining properties. Install three (3) inches of topsoil. The topsoil shall be reasonably free of noxious weeds or other foreign matter such as stones, clay lumps, grass, roots, sticks, and other extraneous matter. **Final site restoration of the main lot may include, but is not be limited to, sod or slow growing climate appropriate perennial grass seed covered with straw. Bidder must warranty site for a minimum of one (1) year.**
- g. Replace all public sidewalks, curbs, driveway approaches, and driveways on the demolition site and adjoining properties damaged during demolition or removal activities in accordance with Department of Public Services standards.
- h. Repair sidewalks, parkways, curbs, and neighboring properties damaged by Bidder or their subcontractors at Bidder's expense;
- i. Remove all paper, wood, rubbish, and debris from the site before final inspection.
- j. Provide a bill of lading/Special Material Manifest for disposal of demolition debris in an approved landfill.
- k. Submit a completed demolition permit checklist to the Department of Public Services and the Hillsdale County Inspection Department.

8. *Exception.* The Director of the Department Public Services or the Chief Building Official may authorize a deviation from the above standards in the best interest of the City provided however that such deviation complies with the spirit and intent of City Code of Ordinances, Chapter 6.
9. Provide any additional services that may be required by the Bidder to complete the demolition in accordance with federal, state, or local laws and regulations.
10. For additional details and specifications see property specific Demolition Special Conditions.

D. DEMOLITION TECHNICAL SPECIFICATIONS

1. **CONDITIONS OF STRUCTURES:** The City assumes no responsibility for the actual condition of structures to be demolished. Variations from the condition at the time of bidding may occur due to environmental elements or other reasons prior to the start of demolition work.
2. **SALVAGE ITEMS:** Items of salvable value to the Bidder may be removed from the structure as work progresses. Salvage items must be transported from the site as they are removed. Storage or sale of removed items on site will not be permitted.
3. **EXPLOSIVES:** Use of explosives will not be permitted.
4. **TRAFFIC CONTROL:** Conduct demolition operations and removal of debris to ensure minimum interference with streets, alleys, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, alleys, walks or other occupied or used facilities without written permission from the governing bodies having jurisdiction thereof. Provide alternate routes around closed or obstructed traffic ways as directed by the appropriate governmental bodies.

Driving of bulldozers, excavators, compactors, bobcats and other demolition equipment on City streets and alleys is strictly prohibited. All equipment must be transported on appropriate trailers.

5. **PROTECTION:** The Bidder shall execute the work so as to prevent injury to adjacent buildings, structures, other facilities, and persons. Ensure safe passage of persons around the area of demolition. The Bidder shall provide and maintain any additional barricades, warning lights, and signs, danger signals, and/or temporary covered passageways as are necessary for the protection of life and property. Bidder will provide adequate fire protection in accordance with the requirements of the agencies having jurisdiction thereof, maintain and provide adequate protection of the area, and not create any hazardous conditions.
6. **DAMAGES:** The Bidder shall promptly repair damages to adjacent buildings, structures, properties and facilities.
7. **TIME ALLOCATED TO COMPLETE DEMOLITION:** The Bidder shall complete the project with prompt dispatch, subject only to delays caused by weather conditions, or other conditions beyond the Bidder's personal control. The Bidder recognizes and understands that time is of the essence in the completion of the services required under this agreement, and that timely and orderly completion of this project is critical to the interests of the City. Upon receiving a Notice to Proceed from the City to demolish the properties included in this bid package, the Bidder shall complete the

demolition of all properties and the restoration of all sites including all property specific special conditions within the following time limits:

Contract Documents require that all work on this project be completed for each site as follows:

- A. All structures must be demolished, gas, electric, water and sewer terminated, excavation backfilled and entire site cleaned and leveled to a safe rough grade within five (5) calendar days of the start date of each demolition. This five (5) day requirement is to prevent hazardous sites.
- B. Concrete sidewalks, approaches and curb and gutter replacement must be completed within five (5) calendar days of removal. Safety barricades must be installed and maintained at all locations until concrete is replaced. Failure to comply with this requirement may result in the City hiring an independent contractor to install the missing sidewalks, approaches, and or curb cuts with cost of same deducted from any payment due to the Contractor from the City.

This provision is to ensure that trip/fall hazards at sidewalks, approaches and open curb cuts along City streets do not remain for more than five (5) calendar days.

The Bidder shall submit for the City's approval a project schedule for the abatement of hazardous materials, completion of the demolition and all special conditions, and site restorations as required by this Agreement. This schedule shall include allowances for periods of time required for the City's review. Time limits established in the schedule approved by the City shall not be exceeded by the Bidder.

- 8. **PAYMENT:** Bidder must comply with all conditions of this contract and submit the following documentation prior to payment for each site:
 - a. Copy of all manifests for the hazardous material abatement and demolition debris (see attached example). If the hazardous material was removed by use of a consolidated load, Bidder must receive original manifests for all homes in that load, and provide City with copies.
 - b. Completed demolition checklist (see attached example)
 - c. Itemized bill for each property that lists the following items:
 - 1. **Property Address:** Identifies the property that was demolished.
 - 2. **Asbestos abatement:** **MUST** indicate asbestos abatement cost in order to be eligible for reimbursement.
 - 3. **Demolition:** Cost for all other demolition-related work done on the site.
- 9. **PAYMENT FOR SERVICES:** Payment for completed properties will be made in accordance with City purchasing regulations. Invoices for projects that have been approved by the Assessing Department will be processed on a bi-weekly basis. Invoices received and approved after the Planning/Zoning Department submittal deadline will be paid on the next pay cycle. If the Bidder does not complete the demolition of all properties and the restoration of all sites including all

property specific special conditions within the specified time limits, the City may withhold liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the project continues beyond specified time limits. Failure to comply with the provisions of this contract or to perform in violation of local, state or federal regulations may result in non-payment of services.

10. **OPT OUT CLAUSE:** The City reserves the right to remove any parcel/structure from the list of properties awarded to the bidder prior to demolition of the structure. In that event, bidder will be reimbursed for all abatement expenses (if applicable), plus costs incurred up to a maximum of five hundred (\$500).
11. **WINTER WORK PAYMENT:** The city will pay eighty percent (80%) for the demolition and winter grade. Grade the entire site (pin to pin) to blend smoothly with surrounding properties, public sidewalks, driveways, and curbs. Winter grade shall be executed in a manner that provides a continuous smooth grade free of voids, pockets, and debris including, but not limited to, rocks, roots, plastic, wood, cement, block, brick, and steel or other construction material. Grade shall be completed so as to eliminate pooling or draining of water onto neighboring properties.

Twenty percent (20%) will be paid on approval of final grade. Final site restoration of the main lot shall consist of three (3) inches of topsoil reasonably free of noxious weeds or other foreign matter such as stones, clay lumps, grass, roots, sticks, and other extraneous matter. Ground cover may include, but is not be limited to, sod or slow growing climate appropriate perennial grass seed covered with straw. Final site restoration of the area between the sidewalk and street may include, but is not limited to, sod or slow growing climate appropriate perennial grass seed covered with biodegradable straw blankets installed and pinned per manufacturer specifications. Bidder must warranty site for a minimum of one (1) year.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties' and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement.