



9765 Maple Street / P.O. Box 366 / Bridgman, MI 49106 / Tel: 269•465•5144 / Fax: 269•465•3701

February 7, 2017

INVITATION FOR BIDS
City of Bridgman

SUBJECT: Building Demolition Contract

Sealed bids will be received by the City of Bridgman, 9765 Maple Street, Bridgman, MI, 49106 until 11:00 A.M. local time on **Tuesday, February 21, 2017** for the demolition of a single family home located at 4262 Oak Street, Bridgman, MI. This invitation for bids with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute a contract between the City of Bridgman and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete the Bid and Award page and submit all information requested herein in order for a bid to be responsive. Failure to do so may result in the bid being rejected as non-responsive. This bid document shall be returned in its entirety, in a properly identified and sealed envelope to the City Clerk's Office, 9765 Maple Street, Bridgman, MI, 49106. This bid shall be titled "**4262 Oak Street Demolition**". Bids must be received before the time of the bid opening. Late bids will not be considered. The City reserves the right to postpone the bid opening for its own convenience.

Bid specs are available at Bridgman City Hall, 9765 Maple Street, Bridgman, MI, 49106, or on the city's website www.bridgman.org.

Allyson Holm
City Clerk

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Each proposal must be accompanied by an acceptable bid security in the form of a certified check, cashier's check or standard form bid bind made payable to the City of Bridgman in the amount of not less than five percent of the base bid submitted. Proof of liability insurance in the amount of \$1 million will also be required.

The City of Bridgman reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Ross Rogien
Building Official

Allyson Holm
City Clerk

BID AND AWARD

The undersigned, having become thoroughly familiar with all the bid/contract documents incorporated herein, the project site and local conditions affecting the work, hereby proposes to undertake everything required to be performed in the strict conformity with the requirements of this document, and to provide and furnish all of the labor, materials, necessary tools, and all utility and transportation services necessary to complete in a workmanlike manner the subject project for the City of Bridgman at the price set forth below.

BASE PROPOSAL SUM:

The bidder agrees to perform all the work to complete the demolition at 4262 Oak Street in accordance with the contract specifications, and contract documents for the sum of:

_____dollars (\$ _____)

Which shall be the total cost for all work so specified.

In submitting this bid the bidder understands that the right is reserved by the City to award any and all bids. If written notice of the acceptance of this bid is mailed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form within ten (10) days after the agreement is presented to him for signature.

The bidder is prepared to submit an experience statement upon request.

Date: _____, 2017 _____
(Name of Bidder)

Official Address:

_____ By: _____

_____ Title: _____

_____ Phone: _____

Bid Accepted by the City of Bridgman

_____ Name

_____ Title

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT - Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to what is required by the City of Bridgman. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2. PREPARATIONS OF BID - The bid shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope and properly identified. Bids opened by mistake, due to improper identification, will be so documented and resealed. The City of Bridgman will maintain and guarantee confidentiality of the contents until the specified opening date and time.

3. EXPLANATION TO BIDDERS - Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or telegram received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.

4. WITHDRAWAL OF BIDS - Bids may be withdrawn in person by a bidder or 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 exact time set for receipt of bid. No bid may be withdrawn for at least thirty (30) days after bid opening.

5. 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 IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.

6. LATE BIDS - Any bid received at the office designated herein after the exact 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.)

7. INSPECTION OF SITE – It shall be each bidder's responsibility to visit the site of the proposed work to become fully acquainted with the existing conditions there relating to the demolition and/or site clearance and should become informed as to the facilities involved, the difficulties, and the restrictions affecting the performance of the contract. The contractor, by the execution of the contract, shall in no way be relieved of obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the City will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

AGREEMENT

CITY OF BRIDGMAN

THIS AGREEMENT is made this _____ day of _____, 2017 by and between the CITY OF BRIDGMAN, hereinafter referred to as the “OWNER”, and _____, Hereinafter referred to as the “CONTRACTOR” as follows:

That whereas the Owner by due Advertisement for Bids has invited proposals for doing the work hereinafter specified; and the Contractor has submitted a Proposal which has been accepted.

NOW THEREFORE, the OWNER and the CONTRACTOR for consideration hereinafter set forth, agree as follows:

1. WORK INCLUDED:

The Contractor shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and perform and complete all the work called for in the specifications in strict compliance with these Contract Documents, which are hereby made a part of the Contract, including any addenda issued during the bidding process.

2. TIME OF COMPLETION:

The Contractor shall begin work under this contract on a date to be specified in a written “Notice to Proceed” and shall complete the work within **30 calendar days**.

3. CONTRACT PRICES:

The Owner shall pay and the Contractor shall receive in full compensation for doing the work under this contract, payments being computed upon the price for work done, as shown in the “BID AND AWARD” document.

4. ACCEPTANCE AND FINAL PAYMENT:

Before issuance of a final payment for this project the Contractor shall submit an affidavit to the City that all payrolls, material bills, and other indebtedness connected with the work on this project have been paid.

5. CONTRACT DOCUMENTS:

The Advertisement for Bids, the Bid and Award Document, the General Conditions, the Technical Specification, the Special Conditions, Instructions to Bidders, together with the Agreement constitute the Contract Documents and form the Contract, and all are as fully a part of the Contract as is repeated herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in (3) counterparts the day and year first above written.

(Name of Contractor)

(Address of Contractor)

By: _____

Title: _____

Witness: _____

By: _____

Juan Ganum, City Manager

Witness: _____

GENERAL SPECIFICATIONS

1. **AWARD** - Project will be awarded on a total basis. All-subcontractors, if any, will be declared by the Contractor in advance of project start date.
2. **GUARANTEE** - The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the final acceptance of the completed work and shall repair, replace or make good any materials of work, which shall fail to function or perform, or be found defective, without cost to the City.
3. **SAFETY** - The Contractor shall conform to all applicable OSHA and MIOSHA regulations.
4. **INDUSTRY RULES AND CODES** - The successful bidder shall keep fully informed of all local, state, and federal laws, ordinances, and regulations. The successful bidder shall at all times observed and comply with such laws, ordinances, and regulations which pertain to all materials, equipment, and employees.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the successful bidder.

5. **WAIVER OF LIEN** - Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.
6. **REMOVAL OF RUBBISH** - The Contractor shall daily remove all rubbish, roots, sod, contaminated soil and accumulated materials due to his/her work activities.
7. **BUILDING OFFICIAL** - The Bridgman Building Official or a duly authorized representative will have general authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. The Official shall have the authority to reject any work or materials, which do not conform to the contract, and to decide questions or interpretation which may arise from the contract documents.
8. **SUPERINTENDENCE BY CONTRACTOR** – Except where the contractor is an individual and gives his/her personal superintendence to the work, the contractor shall have a competent superintendent, satisfactory to the City on the work project at all times during working hours with full authority to act for him/her. The contractor shall also provide an adequate staff for the proper coordination and expediting of his/her work.

The Contractor shall schedule the demolition and site clearance as directed by the City and he/she shall be responsible for all work executed by him under the agreement.

9. **CHANGES IN THE WORK** – The City may make changes in the scope of the work required to be performed by the contractor by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the contractor from any obligations under the contract or any guarantee, given by him pursuant to the contract provisions. All such work shall be executed under the terms of the original contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the contractor shall make no change in the work of demolition and site clearance, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the City authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered.

10. TERMINATION OF CONTRACT – If the contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these contract documents, plus any extension thereof as provided in these contract documents, the City, by written notice to the contractor, may terminate the contractor’s right to proceed with the work. Upon such termination, the City may take over the work and prosecute the same to completion by contract or otherwise.

11. PERMITS – The contractor shall secure and pay to the City of Bridgman the appropriate fees or charges for all City permits necessary for the demolition and site clearing required under this project.

The contractor shall comply with the applicable laws and ordinances governing the proper disposal of materials, debris, rubbish and trash on or off the project area, and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

12. CARE OF WORK - The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until the completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

The contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. The contractor shall repair, bearing the expense and in a manner satisfactory to the City, any damage thereto caused by the contractor’s operations.

13. USE OF PREMISES – The contractor shall confine his equipment, storage of materials and demolition and site clearance operations to the limits prescribed by ordinances or permits, or as may be directed by the City and shall not unreasonably encumber the premises with his salvaged material.

SPECIAL CONDITIONS

1. **INTENT** - It is the intent of these contract documents to retain a contractor who shall provide all labor, materials, tools and equipment necessary to demolish a single family house and garage inside the City of Bridgman so specified herein.
2. **SCOPE OF WORK** - This project includes the demolition and removal of the residential structure, garage and building foundation located at 4262 Oak Street, Bridgman, Michigan, along with proper site clearing and final grading. The site shall be leveled with clean fill and capped with 4 inches of topsoil and seed. All utility connections shall be properly disconnected. The property is privately owned.
3. **PRICE** - The contract price shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.
4. **INSPECTION OF WORK** - The City may maintain inspectors on the job who shall at all time have access to the work.
5. **SUPERVISION** - The Contractor shall employ an experienced superintendent or foreman on the job at all times.
6. **MATERIALS INSPECTION AND RESPONSIBILITY** - The City's Building Official shall have the right to inspect and have tested any material to be used in carrying out the terms of this contract. Any materials, equipment or completed work which does not comply with these specifications shall be replaced by the Contractor at no cost to the City.
7. **PROGRESS SCHEDULE** - After receipt of "Notice to Proceed" work shall begin as soon as possible. This project shall be completed within 30 calendar days.
8. **INCIDENTAL COSTS** - The Contractor is advised that open excavations or basements shall not be permitted overnight unless properly fenced to prevent entrance. The cost for the contractor to provide proper traffic control and project protection through the duration of this project shall be incidental to the price of the project. Likewise, the cost for mobilization saw cutting, necessary excavation, lawn restoration, and cleanup shall be incidental to the price of this contract. Contractor is to figure these items into the total contract price listed.
9. **QUESTIONS** - Bidders shall address questions regarding this project to **Ross Rogien, Building Official**, at (269) 277-8573
11. **DUST CONTROL** – The contractor shall use appropriate measures to control dust at the demolition site at all times. Damages to adjacent properties caused by insufficient dust control shall be cleaned at the contractor's expense and in a matter satisfactory to the City.

INDEMNITY AND INSURANCE

The Contractor, or its subcontractors, shall not commence work under this contract until the insurance required under this paragraph has been obtained. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Bridgman.

1. **Workers' compensation insurance:** The Contractor, or its subcontractors, shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor, or its subcontractors, shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor, or its subcontractors, shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.
4. **Cancellation Notices:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: **Allyson Holm, City Clerk, 9765 Maple Street, Bridgman, MI, 49106.**
5. **Proof of Insurance Coverage:** The Contractor, or its subcontractors, shall provide the City of Bridgman at the time that the contracts are returned by him/her for execution, certificates and policies as listed below:
 - a. One copy of Certificate of Insurance for Workers' Compensation Insurance;
 - b. One copy of Certificate of Insurance for Commercial General Liability Insurance;
 - c. Once copy of Certificate of Insurance for Vehicle Liability Insurance;
 - d. Original Policy, or original Binder pending insurance of policy, for Owners' & Contractor, Protective Liability Insurance.
 - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
6. If any of the above coverages expire during the term of this contract, the Contractor, or its subcontractors, shall deliver renewal certificates and/or policies to City of Bridgman at least (10) ten days prior to the expiration date.

PROJECT LOCATION DRAWING



4262 Oak Street Location



**TECHNICAL SPECIFICATIONS FOR
BUILDING DEMOLITION**

1. **Work Included:** The Work in this contract includes the demolition and site clearance of the following premises:

<u>DESCRIPTION</u>	<u>ADDRESS</u>
Single family home and garage	4262 Oak Street

The Contractor is required to notify in writing all publicly and privately owned utilities owning conduits, wires, pipes and sewers located on the site at the starting time of the work. Further, the contractor is responsible for the protection of the site and maintenance of barricades, provision of and maintenance of signs, light and danger signals necessary for the protection of life and property.

2. **Work Not Included:** Removal of sidewalk and curb and gutter and other items beyond contract limits as indicated on the drawings located on the attached drawing.
3. **Order of Work:** The City reserves the right to require the contractor to perform work in any order it may specify. The Contractor will not begin contract work on the structures until a "Notice to Proceed" has been issued by the Building Official.

Following the "Notice to Proceed" the contractor will be responsible for the security, protection and maintenance of the site.

The contractor will not damage other structures, or the grounds of the adjacent properties. Any such damage will be repaired by the contractor immediately and at no cost to the City.

4. **Utilities:** Before starting the demolition, the contractor shall arrange for the disconnection of all utility service connection such as, but not limited to, water, gas, electricity, telephone, cable and sanitary sewer.

The contractor shall reserve in operational condition all active utilities traversing the property except where otherwise provide. Repair damage to any such utility due to work under this contract to the satisfaction of the City of Bridgman.

5. **Demolition and Removal:** Adequate protection of persons and property shall be provided at all times. Execute work in such a way as to avoid hazards to persons and property, protect entrance to the use of adjacent buildings and prevent interruption of free passage to and from such adjacent buildings.

The contractor shall accept the premises as he finds it and all rubbish and debris found on the premises on the effective date of the "Notice to Proceed" as well as that resulting from the demolition activities and/or the rubbish and debris deposited on the site by others during the life of the contract, shall be removed and legally disposed of by the contractor

Remove no structure substantially as a whole, but demolish on the premises. Demolish masonry walls in small sections and remove structures, steel, cast iron and heavy timber framing by individual pieces.

Remove from the structure all interior partitions, piers, chimney, columns, piping, furnaces, apparatus, debris, appurtenances, etc.

All exterior walls, basement walls and basement floor shall be removed. Any pipes shall be bulk headed at the contract limits with masonry.

Remove all masonry footings of every description used for supporting any attached part of the structure or any other separate structure on the parcel. Remove retaining walls of every description and/or ramps.

Concrete and masonry steps or porches shall be removed.

Garages or any other auxiliary buildings are to be removed in their entirety.

Before final completion and acceptance for final payment for the work, the contractor shall remove all salvaged materials, trash and debris of all kinds, leaving all work areas under the contract in a neat graded and seeded condition.

All floor slabs are to be removed, without exception.

Contractor shall remove all fences indicated on the project drawing.

Contractor shall remove all tanks on site of every description.

Contractor shall remove paved driveway.

6. **Backfilling of Basements and/or Basements and Crawl Spaces:** Before filling any void formerly occupied by the basements and/or part basements, the contractor shall notify the City of Bridgman, who will inspect each basement area after all material is removed and before it is filled. No inspection will be made by the City before 8:00 a.m. or after 4:00 p.m. Monday through Friday, nor at any time on Saturdays, Sundays, or holidays.

After approval of the basement or part-basement excavation by the City, the contractor shall fill the void with granular backfill material, as specified herein. The fill material shall be compacted in lifts not to exceed 9" by tamping. Compaction shall be not less than 95% of maximum unit weight. Under no circumstances shall excavations be filled with clay, rubbish, trash, wood or other extraneous materials. A cap consisting of at least 4 inches of suitable topsoil shall be installed and fully seeded with lawn seed and protective mulch cover.

The contractor shall secure and fill the basement void with clean granular materials. The finished grade shall match the elevations of the side perimeter.

7. **Inspection of Basement Fill:** The basement fill for basements under this contract shall be as specified. If it is found that the fill installed in a basement by the contractor is not in compliance with the specifications, the contractor shall, upon notification by the Building Official, immediately remove all fill from the basement, dispose of same of the project site and refill with material complying with the contract requirements. The cost of excavation and disposal of the unacceptable basement fill and of the installation of new fill, which is in compliance with the contract specifications shall be borne by the contractor.

Any backfilling done without prior approval of the basements by the City may result in the contractor having to remove all the backfill placed without approval.

8. **Site Clearance:** The contractor shall final grade and seed the site to match the elevations of the site perimeter. Continuity of these grades will be maintained throughout the site by direction of the City.
9. **Safety Requirements:** The contractor shall comply with all federal, state and City ordinances and building code regulations.

The Contractor shall wet down thoroughly the wall during demolition to prevent spread of dust: provide water and necessary connections therefore.

The Contractor will not use blasting on this project site, and will not be permitted to burn materials or debris.

10. **Barricading:** The contractor shall provide substantial barricading/fencing around all basements and part-basements as soon as such opening are uncovered, adequate to block access and to afford protection to workers and the public. Materials salvaged from the demolition work may be used for this purpose.
11. **Clean-up:** The contractor shall daily keep all public sidewalks, streets and alleys clean to the satisfaction of the City. The contractor shall leave the entire project site in a condition acceptable to the City of Bridgman before final payment will be approved.
12. **Responsibility of Contractor:** Except as otherwise specifically stated in the contract, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, permits, heat, power, transportation, superintendence, temporary construction of every nature, taxes, legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to execute the work to be done under the contract and deliver it complete in every way within the specified project time. The contractor shall replace immediately any public infrastructure damaged as a consequence of his operation. The repairs shall be directed by the City of Bridgman.
13. **Traffic Control:** The contractor shall minimize obstruction to pedestrian or motor traffic from public sidewalks or roadways. The contractor is responsible for obtaining and erecting any traffic control devices required by the Police Department at no extra cost to this contract.
14. **Salvage:** The Contractor shall have salvage rights to the structures and any remaining material.
15. **Working Hours:** Demolition and site work will only be done between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. No work will be permitted on Sundays.
16. **Soil Erosion:** The Contractor shall comply with all soil erosion and sedimentation control requirements of the City of Bridgman throughout the duration of the demolition of the project. All disturbed areas shall be seeded and mulched before final payment will be made for this contract.