## Invitation to Bid City of Lincoln Park, Wayne County, Michigan Demolition of Residential Structures

# The City of Lincoln Park is accepting bids for the Demolition of Residential Structures located in the City of Lincoln Park, Wayne County, Michigan

The City of Lincoln Park is accepting bids for the Demolition of Structures in the City of Lincoln Park. The location of the structures may be found within the bidding documents. Bids shall be submitted on the forms provided by the City of Lincoln Park. Bids shall be submitted in a sealed envelope and have written on the face of the envelope the bidders name and the name of the project "CDBG Demolition of Structures".

Bids must be received by 10:00 a.m. Wednesday, September 25, 2019
Kerry Kehrer, City Clerk
City of Lincoln Park
1355 Southfield Road
Lincoln Park, Michigan 48146

Bids shall be publicly opened and read at:
10:00 a.m., (local time), Wednesday, September 25, 2019
City of Lincoln Park
Municipal Office Building
1355 Southfield Road
Lincoln Park, Michigan 48146

Contract Documents may be obtained from the MITN website at <a href="https://www.bidnetdirect.com">www.bidnetdirect.com</a>

This is a HUD CDBG funded project and all federal regulations apply.

The City of Lincoln Park reserves the right to waive any irregularity, accept or reject any or all bids, and to accept proposals that, in the City's opinion, are in the best interest of and to the advantage of the City of Lincoln Park. No bidder may withdraw his bid within 90 days after the date of bid opening.

## I. INSTRUCTIONS TO BIDDERS

The City of Lincoln Park reserves the right to reject any and all bids and to award the Contract to other than the low bidder, and to waive irregularities and/or formalities. Proposals shall be based only upon the requirements described in the **Demolition Specifications and Exhibit "A" to the demolition specifications.** Suggested alternate proposals for work other than that specified may be given consideration.

**TIME FOR COMPLETION:** The bidder will be required to agree, if awarded a Contract, to complete the Work on or before the Contract completion date as stated in the Contract and no later than 30 days from award.

All work must be completed within 30 days of the notice to proceed communication from the City of Lincoln Park. Failure to complete the work within 30 days will result in a one hundred dollar (\$100.00) per day penalty, with said penalty to be deducted from the bid price.

In the event the work is not completed to the satisfaction of the City of Lincoln Park, the City may hire a replacement contractor to complete the work. Any additional cost incurred by the City shall be the responsibility of the contractor. Fees paid to any replacement contractor will be deducted from amounts owned to contractor.

**CONTRACTORS WITH SUBCONTRACTORS:** All Contracts made by the successful bidder with subcontractors shall be covered by the terms and conditions of the Contract. The successful bidder shall see to it that his subcontractors are fully informed in regard to these terms and conditions.

**EXPLANATION TO BIDDERS BY ADDENDUM:** Neither the City of Lincoln Park nor its Representative will give verbal answers to inquiries regarding the specifications or give verbal instructions previous to award of the contract. Any verbal statements regarding same by any person, prior to award, shall be unauthorized.

Explanations desired by bidders shall be requested of the City of Lincoln Park in writing, and if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each bidder whose work is affected. No inquiry received within five (5) days of the date fixed as the bid date will be given consideration.

**INSTRUCTIONS TO BIDDERS:** Addenda issued to bidders prior to date of receipt of proposals shall become part of the Contract Documents, and proposals shall include the work described.

**INSPECTION OF THE SITE:** Before submitting a proposal, each bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the Work is to be done.

The bidder shall be held to have compared the premises with the specifications and to have satisfied himself as to the conditions of the premises, the Project Site, existing obstructions, and any other conditions affecting the Work before deliver of his proposal.

No allowance or extra consideration on behalf of the Contractor will subsequently be allowed by reason of error or oversight on the part on the Contractor, or on account of interference by the Owner, or by other contractors' activities.

Submission of proposal implies that the bidder is conversant with all site and building conditions under which the Work will be conducted.

**TAXES:** All proposals in original contract work, and for all other work thereunder, shall include all applicable taxes, including social security, unemployment and sales or use taxes, and any other taxes specifically levied on the work or on wages by local, city, state or federal government, except real property taxes on the site. Proposals shall also include cost of permits and other like payments, charges, and costs incidental to work covered by the Contract Documents.

**CONTRACT:** The contract shall be deemed as having been awarded when formal notice shall have been duly served upon the intended awardee by an officer of the City of Lincoln Park duly authorized to give such notice.

## **II. GENERAL REQUIREMENTS:**

- 1. **USE OF PREMISES:** The contractor expressly undertakes at his own expense:
  - A. To take every precaution against injuries to persons or damage to property, compliance to MIOSHA rules.
  - B. To comply with the regulations governing the use of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operations of the City of Lincoln Park.
  - C. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of Work as will not unduly interfere with the progress of his work or the Work of any subcontractors.
  - D. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

#### 2. CONTRACTOR'S SUPERINTENDENT:

- A. The Contractors shall provide the services of a competent superintendent from the beginning of the Work to the date of final completion of the Contract.
- B. The Superintendent shall be at all times in charge of the work and shall be provided with such assistance as is necessary to properly carry on the individual items of the work.
- C. The Contractors shall also provide a staff adequate to coordinate and expedite the work properly and shall at all times maintain competent supervision of its own work and that of its subcontractors to insure compliance with Contract requirements.
- D. The Contractor shall be solely responsible for all constructions means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
- E. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs connected with the work.

#### 3. CLEANING

- A. The Contractor shall at all times keep the premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractors operations and at the completion of the work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the work site clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the City of Lincoln Park may cause such cleaning to be done by others and charge the cost of same to the Contractor.
- B. The Contractor will be responsible for all damage from fire which originates in, or is propagated by, accumulations of rubbish or debris.
- C. All rubbish and debris shall be disposed of off the project site in an approved sanitary landfill site. No open burning of debris or rubbish will be permitted. The job site shall be left neat and clean at the completion of each day's operations. Proof of disposal tickets to be provided to the City.
- D. Final Clean-up. In addition to all of the above requirements, upon completion of the Work or of an individual sections thereof, the Contractor, immediately prior to turning over the work or completed portion thereof to the Owner, shall arrange for the proper and complete cleaning by washing all soiled concrete walks and driveways.

#### 4. TEMPORARY ELECTRICAL SERVICE:

- A. All charges for electrical power energy used for temporary lighting and power required for this work will be paid by the Contractor.
- B. The Contractor shall provide and maintain any temporary electrical service required for this work. At the completion of the work, all such temporary electrical facilities shall be removed and disposed of by the Contractor.
- C. Temporary service shall comply with the regulations and requirements of the National Electrical Code and any other local rules and regulations governing temporary electrical installation.
- **5. CONTRACTORS MEASUREMENTS:** Before ordering material, preparing shop drawings, or doing any work, each Contractor shall verify, at the building, all dimensions which may affect his work. He assumes full responsibility for the accuracy of his figures. No allowance for additional compensation will be considered for discrepancies between dimensions on the Drawings and actual field dimensions.
- 6. CONTRACTOR'S RESPONSIBILITY: It is not the responsibility of the City of Lincoln Park or its representative to notify the Contractor or subcontractor(s) when to commence, to cease, or to resume work; not in any way to superintend so as to relieve the Contractor of responsibility or of any consequences of neglect or carelessness by him or his subordinates. All material and labor shall be furnished at time best suited for all Contractors and subcontractors concerned, so that the combined work of all shall be properly and fully completed on the date fixed by the contract.
- **7. PROGRESS MEETINGS:** When directed by the City of Lincoln Park or its representative, meetings shall be held for the purpose of coordinating and expediting the

work. The invited contractors or subcontractors will be required to have qualified representatives at these meetings, empowered to act in their behalf.

8. WORK SCHEDULE: Before the signing of the contract, a definite time schedule shall be agreed upon in general by all parties concerned, and within a reasonable time after the Contractor has been notified by the City of Lincoln Park of being awarded the contract, he shall submit to the owner a schedule of operations giving dates each part of branch of Work will be started and completed. The schedule shall be made in such form as will meet the approval of the City of Lincoln Park.

#### 9. FIRE PREVENTION:

- A. Take all precautions to eliminate possible fire hazards at the site, including but not limited to enforcing the following requirements:
  - All combustible debris shall be removed from the building and storage areas on a daily basis, including empty paint container, oily rags, etc.
  - No bitumen heating kettles allowed in the building, or within 50 feet of the building exterior walls, except upon special arrangement with the City of Lincoln Park's representative and with written authorization from him designating the exact locations.
  - All tarpaulin or other covers for stored materials, opening in walls, etc. shall be flameproof.
  - No Open fires on the sites.
  - Avoid storage of large quantities of flammable materials at the site, as far as possible.
  - Gasoline may not be stored in any building at any stage of construction.

#### 10. STANDARD SPECIFICATIONS:

- A. Code Listing: Any reference to standards of any society, institute, associations or governmental agency which is part of the building code in effect for this project shall comply with the edition date published in the reference edition of the building code.
- B. Non-code Listings: Any reference to standards of any society, institute, association, or governmental agency which is not part of the building code for this project shall be the edition in effect at the time of opening of bids, except as otherwise specifically stated in this project manual.
- C. Project Manual Listing: Edition dates listed with reference standard in each Section of this Project Manual are included for reference only.

#### 11. INSPECTION AND TESTS:

A. All submittal required by the specification shall be submitted in the number listed under an individual specification section.

B. Each submittal shall be covered by transmittal letter in duplicate, properly identified with the project title and number and a brief description of the item being submitted.

#### 12. SUBMITTAL:

- A. All submittal required by the specifications shall be submitted in the number listed under an individual specification section.
- B. Each submittal shall be covered by a transmittal letter in duplicate, properly identified with the project title and number and a brief description of the item being submitted.

#### 13. ACCIDENT PREVENTION AND PROCEDURES:

- A. Promptly report in writing to the City of Lincoln Park's representative or its appointee accidents which cause death, personnel injury or property damages, arising out of or in connection with the performance of the work whether on or adjacent to the site. Where death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City of Lincoln Park's representative or its appointee.
- B. If any claim is made by anyone against the contractor or any subcontractor on account of any accident, promptly report the facts in writing to the City of Lincoln Park's representative or its appointee giving full detail of the claim.

#### 14. PROJECT SAFETY:

- A. CONTRACTOR assumes full responsibility for complying with and enforcing all rules and regulations of all Federal, State and Municipal authorities having jurisdiction, as outline in the General Conditions, including those of any Occupational Safety and Health Act.
- B. The requirements outlined hereinafter are to be considered as minimal, and where the requirements of any of the above authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.
- C. Any items damaged due to failure to comply with these requirements shall be corrected or replaced, to the satisfaction of the City of Lincoln Park's Representative without cost to the City of Lincoln Park.
- D. CONTRACTOR assumes full responsibility for enforcing compliance with any protective measures indicated in specific sections of the work.
- E. CONTRACTOR to provide all barricades, night lanterns, guard rails and other safety measures at excavations and other points of danger in accordance with the requirements of Federal, State and Municipal regulations.
- **BID BOND:** If the bidder's proposal for the project is equal to or greater than \$5,000.00 per location a bid bond or certified check in the amount of five percent (5%) of bidder's proposal will be required by the City of Lincoln Park. No bid bond or certified check shall be required if the bidder's proposal for the project is less than \$5,000.00.
- **PERFORMANCE BOND:** No additional bonds shall be required if the bidder's proposal for the project is less than \$25,000.00. If the bidder's proposal for the project is

equal to or greater than \$25,000.00 then the following bonds shall be delivered to the City of Lincoln Park and shall become binding upon the parties upon execution of the contract and acceptance of the bid.

- A. A performance bond satisfactory to the City of Lincoln Park, exercised by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City of Lincoln Park, in an amount equal to 100% of the price specified.
- B. A payment bond, satisfactory to the City of Lincoln Park, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City of Lincoln Park, for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall equal 100% of the price specified in the contract.
- 17. INSURANCE REQUIREMENTS: The Contractor will be required to meet our standard insurance requirements. Unless otherwise specified the Contractor shall, before commencing work hereunder, procure and thereafter maintain polices of insurance satisfactory to the City of Lincoln Park with the City of Lincoln Park an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage \$1,000,000 (each accident)
Bodily injury \$500,000 (each person)

\$1,000,000 (each accident)

Workmen's Compensation Insurance: All Liability imposed Workmen's

Compensations stature

Employer's Liability Insurance \$ 100,000 Contractual Liability Insurance \$ 500,000 Completed Operations Insurance \$ 500,000

Owned, Hired and Non-Ownership Vehicle Bodily Injury and Property Damaged to the Following Limits

Bodily injury, including accidental death \$500,000 (ea/person);

\$1,000,000 (ea/accident)

Property damage \$1,000,000 (ea/accident)

#### SUBCONTRACTOR INFORMATION

The bidder shall list below information concerning any subcontractor who will be performing work at the Project site:

SUBCONTRACTOR	DESCRIPTION OF WORK	AMOUNT
TOTAL \$		

#### TIME OF COMPLETION:

The work under this Contract shall be completed within thirty (30) calendar days from the Notice to Proceed.

#### **SCHEDULE OF VALUES:**

The undersigned will submit for approval, within twenty-four (24) hours, if requested by the City of Lincoln Park, a schedule of values, including a list of proposed subcontractors, the amounts of their subcontracts and the fee each subcontractor intends to apply to contract changes. The undersigned agrees in every way to be responsible for the Work, material, equipment and supplies furnished by each subcontractor. The fee stated in the Schedule of Values by the undersigned and those state for each subcontractor listed above by the undersigned shall include all costs for administration onsite supervision, taxes, permit fees, overhead and profit.

#### **ACCEPTANCE OF PROPOSALS:**

The undersigned agrees to execute a contract providing that we are notified of the acceptance within five (5) calendar days after formal notice of award.

The undersigned has carefully examined the bidding and Contract Documents, including the Instructions to bidder, General Conditions of the Contract, Supplemental Conditions, Specifications, and any Addend issued, and agrees to be bound by all requirements thereof in the submission of this proposal, and in the performance of the contract if awarded to him based on this proposal.

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The undersig	gned bidder does hereby	declare that the bidder has the legal state checked below:
	Individual	
	Co-Partnership	
	Corporation incorpor	rated under the laws of the state of
	Joint business under	an assumed name.
	TOR INFORMATION  nd addresses of all person	ns indicated as partners in this proposal are as follows:
NAME		ADDRESS
Federal I.D.		DUNS #

Name of Contractor			
Signature			
Title			
Signed and seal this	day of	, 2019.	

## III. DEMOLITION SPECIFICATIONS

This proposal is submitted in the name of:

- **DRAWINGS:** No drawings have been prepared to accompany these specifications. Bidders are to provide quotes to demolish all structures listed in the City of Lincoln Park.
- 2. SITE VISIT: Each Contractor Bidding on this project shall visit the site(s) of the work and personally observe the conditions under which the work will be performed. Houses will be accessible Wednesday, September 6, 2017 from 9:00 am to 3:00 pm.
- 3. WORK INCLUDED IN THIS CONTRACT/ Barricades: The Contractor shall provide sufficient barricades and fencing to secure the site and prevent trespassing in the demolition area. Signs shall be posted to alert people of the hazardous conditions.

**Razing of Structures**/ The Contractor shall demolish all structures at the address indicated in the proposal form.

If basement exits, the floor shall be broken into small sections and removed completely. The contractor may use a "headache" ball or other hand or mechanical methods to achieve this end. The Contractor will be responsible for any damage to adjacent structures caused by vibrations or transmission of shock waves due to his operations.

Prior to backfilling, all existing public utilities and sanitary sewer leads to the main building and/or garages shall be disconnected and plugged. This work will require inspections by the City of Lincoln Park's Building Department and/or Water Department.

#### Removal of Scrap/ All items shall be removed from the existing premises:

All grass shall be cut to the satisfaction of the City of Lincoln Park and trees shall be cut and stumps grounded out at least six (6) inches below grade level.

The cost of the demolition and removal of scrap shall incorporate the scrap value of "all" items to be removed from the premises.

**Backfilling:** Backfilling of the basement (if applicable) shall be done with clean fill material. No wood, paper, or other deleterious material or construction debris shall be used in the backfilling. Certification of clean fill must be provided.

Backfilling shall be placed in layers and backfilled to the same density as the adjacent soil. Mechanical tampers, or rollers shall be used for this purpose.

## **Rough Grading:**

After the site is backfilled, the Contractor shall rough grade the site for positive drainage without draining onto adjacent side lots.

#### Clean-Up:

All materials from the demolished building shall be loaded up and removed from the site by the Contractor as a part of this project. All such materials shall become the property of the Contractor.

#### 4. RESTORATION OF PAVEMENTS AND SIDEWALKS:

Sidewalks are in good condition unless otherwise noted, drop curbs at driveway approach location shall be removed and replaced with full height curb to match existing adjacent curb, any damage caused to street pavements, curbs, sidewalks, etc., by the Contractor's equipment shall be repaired or replaced to the satisfaction of the City of Lincoln Park and/or the satisfaction of the Building Department of the City of Lincoln Park.

## 5. RESTORATION OF LOTS;

After completion of all clean-up and rough grading, the Contractor shall fine grade the disturbed areas for positive drainage and provide a minimum of three inches (3") topsoil, seed and mulch.

## **IV.** Section 3 Clause

All Section 3 covered contracts must include the following clause in its entirety:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted project covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment practices can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding

that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulation of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

This paragraph (G) is not applicable to the HOME Program; nonetheless, the regulations require that the Section 3 clause be included verbatim in all contracts subject to the requirements of Section 3.

## V. Bid Form

This project is funded by CDBG and all federal regulations apply.

Return sealed bid marked "CDBG Demolition of Structures" by Wednesday September 25, 2019 at 10:00 a.m.

To: Kerry Kehrer, City Clerk 1355 Southfield Road Lincoln Park, MI 48146

Contractor			_ Date
Address			_
City	State	_ Zip	_
Telephone	Fax #		_
Email:	DUNS #_		
Signature:			
Printed Name & Title			

**Proposal:** The undersigned, being cognizant of all conditions governing the work and of the requirements of the authorities having jurisdiction, and having read the Specifications for the Work, and visited the Project site(s), purposes to furnish all labor, and equipment for demolition of the structures listed below on the bid form located in the City of Lincoln Park, with the respective itemized bid amounts(s):

- 1. Demolition and removal of all structures, foundations, footings, service walks, driveway, driveway approach and replace curb in approach.
- 2. Remove floor and footings of all structures.
- 3. Remove any miscellaneous posts, poles or debris.
- 4. Remove any and all trees, bushes, and stumps located within a five (5) foot perimeter of the structure to be demolished.
- 5. Asbestos inspection attached and if required an asbestos removal plan must be provided. Proof of proper disposal to be given to the City.
- 6. Contractor responsible for all environmental notification and procedures.
- 7. Back fill hole with clean fill. Certification of clean fill must be provided.
- 8. Level vard to grade, topsoil and seed area.
- 9. Contractor responsible for pulling all permits, scheduling required inspections and contacting the City of Lincoln Park's Water Department prior to demolition.
- 10. Contractor responsible for scheduling inspection of Capping off Sanitary Service Lead by calling DPS Superintendent 313 215-6096 or 313 386-9000. Inspection Fee in the amount of \$100.00 per address is payable at Water Department.

<b>Location</b> 1154 Cleveland (House only)	Bid Amount
1775 Ford Blvd. (House & Garage)	
1360 Montie (House & Garage)	
1412 Morris (House & Garage)	Total Bid Amount \$

## VI. LINCOLN PARK SECTION 3 BUSINESS CONCERN STATEMENT

Business Name _		
	S	
Contact Person		_ Title
Telephone #: (	) Cell	1#()
The Bidder Statu Secti  At lea Res  Fig. 1	certifies that it is a Section 3 Bus as a Section 3 resident-ownion 3 residents: Provide copy of resident lease assistance program or signed Provide documentation of bus incorporation, partnership agreementage ownership of each east 30% of their permanent, findents or were Section 3 Residents of section 3 Re	ned enterprise (at least 51% owned by e, evidence of participation in public Certification for Section 3 Resident. Siness ownership, such as copy of articles element, list of owners/stockholders and n, organization chart with names and titles. full-time employees are currently Section 3 idents within the past 3 years.
Busii • F	ness Concerns. (Only applica Provide list of subcontracted S amount.	of the dollar award to qualified Section 3 able for Prime Contractors) Section 3 business(es) and subcontract ction 3 status for applicable businesses
The Bidde	er in not a Section 3 Busines	ss Concern.
understand fals		by me to be true and correct and buld subject me to disqualification from
Owner Signatur	re	 Date
Print Name		_

This form *must* be completed and returned with bid, for bid to be considered.