City of Muskegon Heights RFP 19-CDBGDEMO-16-AUG Request for Qualifications and Cost Proposal Deconstruction and Demolition Services

DATE: <u>August 7, 2019</u>

Bidder's Name:

Address:

Telephone Number:

E-Mail:

The City of Muskegon Heights invites all interested companies and individuals to submit qualifications and a cost proposal for the Community Development Block Grant Funded Demolition Program. A set of conditions, specifications, and requirements are enclosed.

Sealed proposals clearly marked with "**RFP 19-CDBGDEMO-16-AUG**" will be accepted at the **City of Muskegon Heights – Clerk Office;** 2724 Peck Street; Muskegon Heights, Michigan 49444 until 3:00 p.m. on **August 16, 2019**.

There will be no Pre- Bid meeting involving this RFP process, however, if there are questions surrounding the contents therein, please contact Karey Morrow, Chief Building Official at 231.733.8860 or via email at kmorrow@cityofmuskegonheights.org or via the office, Department of Inspections; 2724 Peck Street; Muskegon Heights, MI 49444.

Public bid opening and tabulation will be done on **August 19, 2019**, at 4:30 p.m. with bid being awarded on **August 20, 2019**. <u>A complete bid packet including environmental/asbestos surveys</u> may be picked up at the City of Muskegon Heights; Inspections Department; 2724 Peck Street; <u>Muskegon Heights</u>, MI 49444 from 8:30 a.m. until 12 noon and 1:00 p.m. until 4:30 p.m.

NO LATE BIDS WILL BE ACCEPTED

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This project is being funded through the City of Muskegon Heights (Planning and Community Development Department) Demolition Program utilizing Community Development Block Grant (CDBG) Funds.

Project Purpose

The City of Muskegon Heights is accepting qualifications and cost proposals for the deconstruction, demolition and removal of site specific structures as described herein and located within the City of Muskegon Heights, MI 49444.

Bid Packet

Bid packets will be available starting **August 7, 2019**. The completed "SEALED" bid packet must be returned to the **City of Muskegon Heights – Clerk's Office**; 2724 Peck Street; Muskegon Heights, Michigan 49444 before or no later than 3:00 p.m. on **DATE: August 16, 2019**.

Bid documents may be obtained at the City of Muskegon Heights Inspection's Office; 2724 Peck Street; Muskegon Heights, MI 49444 from 8:30 a.m. until 12:00 p.m. and 1:00 p.m. until 4:30 p.m. Monday through Friday. No Pre- Bid meeting involving this RFP process will be conducted. However, inquiries may be made via phone and/or email as follows: Karey Morrow, Chief Building Official at 231.733.8860 or via email at <u>kmorrow@cityofmuskegonheights.org</u>. You may also stop in at the Department of Inspections; 2724 Peck Street; Muskegon Heights, MI 49444.

NO LATE BIDS WILL BE ACCEPTED. The City of Muskegon Heights reserves the right to accept or reject any or all bids and reserves the right to waive formalities and to take such actions as it deems necessary in the best interest of the City of Muskegon Heights, when applicable. This is a federally funded project and any participant contractor(s) must comply, when applicable, with HUD contract provisions, including Davis Bacon, Non-Discrimination, Equal Opportunity Employment Opportunity, Affirmative Action, and Anti-Kickback Acts, Federal Occupational Safety and Health Act, Department of Labor Standards and Regulations, and Section 3 Compliance Requirements. Minority and Dual Minority contractors are strongly encouraged to bid. Bidding is open to all interested parties in compliance with National, State and Local laws. The City of Muskegon Heights operates on an equal opportunity/affirmative action basis in its bidding policy and in accordance with Title VII of the Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A. 60-1.4, Revised Order No. 4.

WEBSITE POST DATE: August 7, 2019

Section I. Bid Certification (Page 1 of Bid Document)

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, imprisonment, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated and certify that I am the authorized or designated signee, authorized to sign or for the bidder.

Bidder:	
Street Address:	
City/State/Zip Code	
Phone Number:	
FAX:	
E- Mail:	
Signature:	
Title:	
Date Certified:	
	BID ITEMIZATION
Asbestos Abatement Total:	
Demolition Total:	

Disposal Total: Fill:

Grading/Seeding:

Landscaping Total:

Total Bid Amount:

CONFLICT OF INTEREST DISCLOSURE FORM (Page 2 of Bid Document)

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Muskegon Heights employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "YES" (a city employee, elected official, or employee also associated with your business), or "NO". If "YES", please list person(s) name(s) and position(s) with your business below:

YES

NO

NAME(S) POSITION(S)

FIRM NAME:

BY (PRINTED):

BY (SIGNATURE):

TITLE: ADDRESS: PHONE #:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Page 3 of Bid Document)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211).

Bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) [] Are [] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) [] Have [] have not within a three-year period preceding award of this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) [] Are [] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) [] Have [] have not within a three-year period preceding bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

Bidder Signature

Date

Typed or Printed

Company Name

A. General Bid Conditions/Instruction to Bid

These conditions are an integral part of this bid, and as such, the bidder must comply with them.

- 1. The prospective bidder must use the City's bid documents.
- 2. Alternatives must be placed on a separate sheet of paper.

В. Federal and State Regulation Compliance

- 1. In accordance with the Housing and Urban Development Act of 1968, as amended (12USC1701u) and stated in the City of Muskegon Heights, Section 3 Employment Plan a minimal of 10% of the grant dollars/contract will be used to directly employ Muskegon Heights residents or businesses in the deconstruction or demolition of buildings funded under this program.
- **2.** At the time of the solicitation, the General Demolition Contractor must identify and enter into a partnership with a deconstruction company for the purpose of providing services for this contract. The General Demolition Contractor will be responsible for the deconstruction activities on the site. The deconstruction company will be employed and the the

the responsibility of the General Demolition Contractor.

С. **Project Submission Schedule**

The payment time or closing dates, as stated in the bid form, shall be required to deliver and complete items after the receipt of the award. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the closing time in each item separately. The payment schedule must be included in and restated in each bid and adhered to as the following:

- **1.** Request for Qualifications and Cost Proposal Available to the Public N/A **2.** Pre-bid Meeting August 16, 2019
- **3.** Submission of Request for Qualifications and Cost Proposal Due
- **4.** Bid Awarded by the City
- **5.** Work commence by
- **6.** Work completed by

August 7, 2019

August 20, 2019 September 5, 2019 October 18, 2019

If there are any questions concerning the specifications contained in this bid request, please contact Karey Morrow (Chief Building Official) by phone at 231-733-8860-6170 or via email at kmorrow@cityofmuskegon.org.

The City of Muskegon Heights reserves the right to accept or reject any or all bid requests. All rights granted to it by law, the right to waive formalities and to take such actions as it deems necessary in the best interest of the City of Muskegon Heights, when applicable.

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D. Bidder/Offeror Representation

- **1.** Each bidder/offeror must sign the bid with his or her signature and shall give his or her full business address on the form provided in this bid.
- 2. The City of Muskegon Heights operates on an equal opportunity/affirmative action basis in its bidding policy (Title VII of the Civil Rights Act of 1964. Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-1.4, Revised Order No 4.) Bidding is open to all interested parties, in compliance with National, State and Local laws.
- **3.** This award will be made to the most culpable bidder whose bid conforms to this solicitation and will be most advantageous to the City in price and number of items purchased.

E. Bid / Offeror Qualifications

"Proof of qualification must be submitted with bid"

- 1. <u>Debt to City</u>: No bid shall be accepted, and no contract will be awarded to <u>any</u> person, firm or corporation that is in arrears to the City, upon debt or contract that is a defaulter as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, bidder/offeror shall be required to submit satisfactory evidence that they have a practical knowledge of the particular sale/supply/service bid and that they have the necessary financial resources to provide the proposed supply/services as described in alignment with specifications.
- 2. <u>Experience</u>: All contractors **MUST** have a minimum of five (5) years of experience providing professional licensed demolition services or similar scope/scale. Failure to provide documented experience may result in disqualification from the bid process.

F. Vendor /Bidder Complaints or Protests

The City of Muskegon Heights has established administrative procedures for handling bidder complaints in a fair and timely manner.

- Step 1: Bidders should inform the City Manager's Office in writing within five (5) days of the incident that he or she has a complaint. The City will investigate the complaint and make a decision concerning the matter.
- Step 2: If the bidder is dissatisfied with the City Manager's Office reply, complaint may be forwarded in writing on to the Community Development Committee for review and resolve within seven (7) business days.

G. Errors / Omissions / Discrepancies

Any errors, omissions or discrepancies in the specifications discovered by a prospective bidder shall be brought to the attention of the City as soon after discovery. Further, the bidder shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

H. Bid Submission

Prospective bidders will be expected to allow adequate time for the delivery of their bid by mail. Because we require "SEALED" bids, faxed bids will **not** be accepted.

I. Bid Awards

- 1. No bid award will be made at the time of the bid-opening.
- **2.** Individuals submitting bids, who wish to know the results before the award is made, may contact the Chief Building Official, the next business day following the bid opening.

J. Termination for Convenience

The City of Muskegon Heights may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, and upon given notice to the contractor.

K. Termination for Default

When the bidder/contractor has not performed, or has unsatisfactorily performed the contract, the City may terminate the contract for default.

Bid conditions/instructions to the bidder, specifications/requirements may become part of the service contract.

Section II Terms and Conditions

1. Scope of Services.

The Contractor shall perform and carry out in a satisfactory and proper manner, as determined by the City, the following:

- **A.** Act as General Contractor on this demolition project.
- **B.** Perform, partner with or subcontract all deconstruction activities when required.
- **C.** Remove and dispose of asbestos materials in accordance with Environmental Protection Agency, Michigan Occupational Safety and Health Administration and Michigan Department of Environmental Great Lakes and Energy regulations.
- **D.** Demolition and removal of all structures located on property as specified.
- **E.** Break up and removal of all concrete, i.e., basements, foundation walls, driveways, walkways, slabs, etc. as it pertains to the project specification.

2. Time and Performance.

The services of the Contractor shall commence by **September 5, 2019**, and shall be completed by **October 18, 2019**. All requests for payment along with approved completion inspection reports shall be submitted to the City. All requests for payment along with approved completion inspection reports shall be submitted to the Department of Inspections no later than **October 31, 2019**. A 10% retainage will be held by the City until all waivers and inspections are submitted.

3. Relationship Between Parties.

The Contractor is engaged by the City only for the purposes and to the extent set forth in this Contract, and its relationship the City during the term of this contract shall be that of an independent contractor. The Contractor shall be free to dispose of such portion of his entire time, energy, and skill during regular business hours as he/she is not obligated to devote hereunder to the City in such manner as he/she sees fit and to such persons, firms, or corporations as he/she deems advisable. The Contractor shall not be considered as having employee status or as being entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any vacation, sick leave, insurance, retirement, longevity, or similar benefits for the City's regular employees.

4. Insurance

- All General and Subcontractors, working under this contract, must include the City as co-insured and furnish evidence of comprehensive public I general liability insurance coverage in the amount of **\$2,000,000**. The contractor must also comply with local laws governing the workplace, including Workers Compensation and, Unemployment Insurances are also required to participate in this project.
- The Contractor shall indemnify and hold harmless the City, its officers and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of services under this Contract, providing any such claim, damage, loss or expense that is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

5. Permits and Codes

The General and Subcontractor shall obtain and pay for all permits and license necessary for the completion and execution of the work and labor performed. All work performed must conform to applicable local codes and requirements.

6. Assignment of Contract

The General and Subcontractor shall not assign this contract without the prior written consent of the City.

7. Work Force

A. Project Management
 The demolition contractor will act as the General Contractor for the project. He/She, herein called the General Demolition Contractor, will be responsible for all activities on the demolition site.

8. Penalty for Unexcused Delays

- If the work is not completed within the time stipulated in this contract, including any time for excusable delays as provided below, the Contractor and or his/her sureties shall be liable for and shall pay to City the sum of \$200 for each calendar day of the delay as a fixed surcharge to cover the costs of additional administration and re-inspection, commencing from the time stipulated for the completion until such work is satisfactorily completed and accepted. Any such surcharge levied shall be certified by the City and deducted from the final payment.
- The rights of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with surcharge for any delays in the completion of work due to:
 - a. Any acts of government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, national defense or other national emergency.
 - b. Causes not responsible or foreseeable by the parties to this contract at the time of execution of this contract, which are beyond the control and without fault or negligence of the Contractor, such as extreme weather conditions, fires, epidemics, quarantine strikes, freight embargo, and acts of another contractor in the performance of some other contract. Note: Seasonal load and speed restrictions are not considered an unforeseeable item or covered as a weather limitation.

9. Default

In the event of default by the Contractor in the observance or performance of any covenant, condition, or agreement on his part to be observed or performed under this Contract, and the continuance of such default for seven (7) days after written notice thereof by the City to the Contractor. Any notice given hereunder shall be sufficiently given if delivered to the Contractor personally or mailed to him by United States Postal Service with certified mail/return receipt requested at the address set forth in the heading of this contract.

10. Compensation

- **A.** The City shall pay compensation to the Contractor for his services under this contract as follows:
- 1. Compensation for completion of the work shall be payable upon completion, with billing and required support documentation being submitted via the General Contractor describing in detail the services performed and in accordance with the contract.

- 2. The City will only be billed upon completion of demolition, having satisfied all components of this packet, and the contractual agreement, including having satisfied all inspection(s) requirements.
- 3. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all services under this Contract.

11. Michigan Law

The laws of the State of Michigan shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State court, or in the Federal District Court nearest to Muskegon County, if in Federal Court.

12. Terms and Conditions

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

13. Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

14. Surety: Bid and Performance Bond

Bidders are required to submit proof of a bid bond for 100% of the project cost at the time the bid is submitted.

Within five (5) business days of being awarded the project, contractors must secure a performance bond in an amount equal to one hundred percent (100%) of the total contract amounts. Bonds must be issued by a bona fide company authorized to do business in the State of Michigan and to comply with state regulations. The contractor's performance bond is to ensure abatement of potential impacts to public health and safety resulting from demolition as well as ensure general cleanup of the demolition site and in accordance herein.

Section IV Work Elements

A. Work Site/Structure Addresses

2920 Peck Street (Commercial Structure)
309 E. Hackley Avenue (Commercial Structure) – PENDING COURT ORDER
2936 Fifth Street – House & Garage – PENDING COURT ORDER
2336 Maffett Street – Garage "ONLY"
2525 Sanford Street – Garage "ONLY"
3004 Jefferson Street - House & Garage

<u>NOTE</u>: In preparation of submitting a complete bid, please refer to Scope of Services, Work Elements, General Statement of Work Requirements, Technical Specification, and Environmental/Asbestos Surveys (with property cards attached) for more detailed information and in satisfying scope of work to be performed. <u>A complete bid packet including</u> <u>environmental/asbestos surveys may be picked up at the City of</u> <u>Muskegon Heights; Inspections Department; 2724 Peck Street; Muskegon Heights, MI 49444 from 8:30 a.m. until 12 noon or 1:00 p.m. until 4:30</u> <u>p.m.</u>

B. General Statement of Work

Requirements

The Principal Items of Work consist of the following:

- 1. Remove asbestos; removal and disposal as required by law and in accordance with any required regulations.
- 2. Deconstruction of the structure when appropriated.
- Demolition of all structures located on the property as specified under Section IV.
 Work Elements and according to environmental/asbestos surveys attached.
- 4. Break up and remove all concrete as it involves the structure being demolished, i.e., driveways, foundation walls, walkways, slabs, etc. whereas it involves total demolition of site, unless otherwise specified. Section IV. Work Elements and according to environmental/asbestos surveys attached.
- 5. Remove the basement, foundation walls and footings.
- 6. Removal of lead-based paint-containing materials according to the appropriate regulations.
- **7.** Fill basement with tested clean backfill with 3 inches of clean topsoil and seed with clover.
 - a. Clover shall be evenly applied at a rate of 8 lbs. of seed per 50x100 city lot
 - b. Approved types of clover include (common name): New Zealand White Clover, Ladino Clover or Dutch White or Sweet Clover. (A 50% -50% blend of any two approved clover types is preferred)
- 8. Top soil requirements:
 - a. Topsoil shall contain not less than 3% or more that 20% organic matter, by weight as determined by loss-on-ignition of oven-dried samples in accordance with ATM T-6.
 - b. Organic material shall be decomposed and free of wood.
- 9. Protect all trees not being removed as part of the project.
- 10. Open hole inspection required / water and sewer cap(s).
- 11. Remove <u>all</u> trash and debris on the work site.

C. Technical Specifications Before

commencing demolition work:

1. Execute rodent extermination procedures as specified by and to the satisfaction of the Muskegon County Health Authority.

- Disconnect, or arrange for the disconnection of, utility service connections, such as water, gas, sewers, electricity, steam, and telephone, to building to be demolished in accordance with the regulations of the utility concerned.
 Contractor is responsible for all utility terminations and associated cost.
 - Seal storm and sanitary sewers leading from structures to be demolished. <u>Note</u>: Sanitary Sewer lateral to be plugged within five (5) feet of property line. Also, all water services to be cut at curb box and plugged. These services cut and caps must be inspected in accordance with local ordinances.
 - 4. Preserve in operating condition active utilities traversing the project site; protect property, including but not limited to mains, manholes, catch basins, valve boxes, poles, gigs, and other appurtenances.
 - 5. Provide adequate time for deconstruction contractors to evaluate and remove salvageable materials and equipment from the structure, if applicable.
 - 6. Assist when necessary the deconstruction contractor in removal of salvageable materials, when applicable.

During demolition:

- 1. Provide adequate protection to persons and property.
- 2. Execute the work in such a manner as to avoid interference with the use of or passage to and from adjoining buildings and facilities.
- 3. Except as otherwise noted, shown or specified, demolish structures and foundations, and remove complete steps, posts, porches, and similar construction.
- 4. Demolish masonry walls in small sections.

- 5. Remove, regardless of elevation, all floor construction over basements and cellars. Unless otherwise specified.
- 6. Remove structural steel, cast iron, and heavy timbers by individual pieces and lower carefully, if applicable.
- 7. Remove partitions, stairways, furnaces, piping, apparatus, and debris from within existing basements.
- 8. Wet down masonry thoroughly during demolition; prevent the spread of dust; provide water and necessary connections, therefore.
- 9. Blasting, burning of materials or debris on the project site is prohibited.
- 10. Provide substantial barricades around all basements and cellars, as soon as such openings are uncovered, adequate to block access, and to afford protection to workers and the public.
- 11. Leave no demolished material of any sort in any basement.
- 12. Remove from the site rubbish and debris found thereon and or resulting from the work of demolition. At completion, leave the site in a safe and clean condition, free of materials or equipment.
- 13. It shall be the Contractor's responsibility to properly dispose of <u>all</u> demolition materials. This includes regulated materials (i.e. asbestos, mercury, lead base paint, etc.).
- 14. Properly grade soil to match existing surrounding neighborhood topography.
- 15. General Contractor is responsible for any damage(s) that may occur on Private and City Property, including public streets, right-of-way, sidewalks, etc.

Section V Bid Submission

The following information must be included in the bid package. Any omission of the requested information may cause you to forfeit the bid.

- 1. Bid Certification;
- 2. Conflict of Interest Disclosure Form;
- 3. Certification regarding Debarment and Suspension;
- 4. Copy of Deconstruction and/or Residential Demolition Licenses;
- 5. Proof of Comprehensive Liability Coverage/Insurance;
- 6. Total Cost Proposal for Deconstruction and Demolition of Units;
- 7. Itemized Bid Per Location;
- 8. Proof of Bid Bond;
- 9. Proof of Asbestos Abatement Contractor License(s)/Certifications; and,
- 10. Business History/Experience in Deconstruction and Demolition. All contractors must have a minimum of five (5) years of **PROVEN** experience and **EVIDENCE OF** this requirement in providing professional licensed demolition services or similar scope/scale, including project references list with contact person's name and verified telephone numbers. As mentioned, failure to provide documented experience may result in disqualification from the bid process.

<u>NOTE</u>: In preparation of submitting a complete bid, please refer to Scope of Services, Work Elements, General Statement of Work Requirements, Technical Specification, and Environmental/Asbestos Surveys (with property cards attached) for more detailed information and in satisfying scope of work to be performed. <u>A</u> <u>complete bid packet including environmental/asbestos surveys may</u> <u>be picked up at the City of Muskegon Heights; Inspections</u> <u>Department; 2724 Peck Street; Muskegon Heights, MI 49444 from</u> <u>8:30 a.m. until 12 noon or 1:00 p.m. until 4:30 p.m.</u>