### **BID DOCUMENTS**

#### **FOR**

# DEMOLITION OF STRUCTURE AND DETACHED SHED AT 111 SOUTH LANSING STREET



CITY OF OWOSSO 301 W. MAIN STREET OWOSSO, MICHIGAN 48867

November 11, 2014

#### **NOTICE TO BIDDERS**

## DEMOLITION OF STRUCTURE & DETACHED SHED AT 111 SOUTH LANSING STREET

#### FOR THE CITY OF OWOSSO, MICHIGAN

Sealed bid proposals will be received by the city of Owosso for **DEMOLITION OF STRUCTURE & DETACHED SHED AT 111 SOUTH LANSING STREET** and should be addressed to: Bid Coordinator, City of Owosso, 301 W. Main, Owosso, Michigan 48867. Sealed bids will be accepted until 3:00 p.m. Tuesday, November 25, 2014 for the **DEMOLITION OF STRUCTURE & DETACHED SHED AT 111 SOUTH LANSING STREET** at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an <u>original</u> signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted: **DEMOLITION OF STRUCTURE & DETACHED SHED AT 111 SOUTH LANSING STREET** 

Bid documents for the work are on file and may be obtained at the office of the Bid Coordinator at city hall, on the city's website at <a href="www.ci.owosso.mi.us">www.ci.owosso.mi.us</a> or from the MITN website at <a href="www.mitn.info">www.mitn.info</a>. The structure to be demolished will be open for inspection by prospective bidders by appointment. For questions or to schedule an appointment call Mark Sedlak, Public Works Director at (989) 725-0551, or e-mail at <a href="mark.sedlak@ci.owosso.mi.us">mark.sedlak@ci.owosso.mi.us</a>. Bid price shall be good for 60 days.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso. The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, the successful bidder will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such bid proposal, provide proof of insurance and enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the lump sum price named in the attached cost proposal.

#### **BID Proposal**

## DEMOLITION OF STRUCTURE AND DETACHED SHED AT 111 SOUTH LANSING STREET, CITY OF OWOSSO

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder they are to be listed under "other services/items offered."

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to DEMOLITION OF STRUCTURE AND DETACHED SHED AT 111 SOUTH LANSING STREET, CITY OF OWOSSO listed below at the following prices to wit:

Item	Description	Price
1	Demolition of structure and detached shed at 111 South Lansing Street, City of Owosso, Michigan	

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications that they wish the city to consider, but the costs associated with these additions shall be stated separately.

undersigned acknowled Specifications included right is reserved by the	lges that this pro in the contract d CITY to reject ar	posal is subject to the comments. In subminy and all proposals	nit this proposal for your consideration. The me General Conditions and the General itting this proposal, it is understood that the and waive any irregularities in the bidding combination of the total bid and/or alternates.
Dated and signed at	and signed at State of, 20		
This day of			, 20
		_	Bidder
Witness:		By/s/	
		_	Business Address
			Signature
			Title
		_	Telephone Number

#### **GENERAL CONDITIONS**

#### 1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.

#### 2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

#### 3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

#### 4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

#### 5. UNIT PRICES

Prices should be stated in units of quantity specified.

#### 6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

#### 7. SUSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

#### 8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

#### 9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

#### 10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder' expense.

#### 11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Complied Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

#### LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

- 1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
- 2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
- 3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.
  The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
- 4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

#### **AFFIDAVIT**

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Re	egistered business address
	at a sub-contract with a business registered, and paying real assee County will be executed for a percentage equal to or s stated below:
Busines	s name and address of sub-contractor
Percentage of contract	
	Authorized signature
Date	Title
	Company name

#### **SIGNATURE PAGE AND LEGAL STATUS**

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by			
	(Na	ame of Firm)	
Legal status of bidd	ler. Please check the approp	riate box and USE CO	RRECT LEGAL NAME.
A. Corporation	n; State of Incorporation	n	
B. Partnership	List of names		
C. DBA	; State full name		DBA
D. Other	; Explain		
Signature of Bidder	(Authorized Signature	Title _	
Signature of Bidder	(Authorized Signature	Title _	
Address	City	/	Zip
Telephone ( ) _		_	
Signed this	day o	f 2	20
Bidder acknowledge	es receipt of the following Ad	denda:	
AΓ	DDENDUM NO.	BIDDER'S INITIALS	
			_
_			_

#### W-9 INFORMATION FOR LEGAL STATUS

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

#### **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service					
	Name (as shown o	n your income tax return)				
73	Business name/dis	regarded entity name, if different from above				
ba L	Check appropriate	box for federal tax classification:				
S O	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate					
pe jou						
uct.	Check appropriate box for federal tax classification:  Individual/sole proprietor  Corporation  S Corporation  Partnership  Trust/estate  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)  Other (see instructions)  Address (number, street, and apt. or suite no.)  City, state, and ZIP code					
Print or type Instruction						
P P	Other (see ins					
ij	Address (number, s	street, and apt. or suite no.)	quester's name and address	s (optional)		
g						
8	City, state, and ZIP	code				
တ						
	List account numb	er(s) here (optional)				
		11 110 11 NI I PERM				
Par		yer Identification Number (TIN)	01-1	h		
		propriate box. The TIN provided must match the name given on the "Name" line ding. For individuals, this is your social security number (SSN). However, for a	Social security numb	Der .		
		rietor, or disregarded entity, see the Part I instructions on page 3. For other	-	-		
		yer identification number (EIN). If you do not have a number, see How to get a				
	page 3.		Employer identificati	ton number		
	If the account is it er to enter.	n more than one name, see the chart on page 4 for guidelines on whose	Employer identificati	Ton number		
Hullibe	si to enter.		-			
Part	II Certifi	cation				
	penalties of perio					
		on this form is my correct taxpayer identification number (or I am waiting for a nu	imher to be issued to m	ne) and		
<ol><li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am</li></ol>						
		backup withholding, and		nao notinoa mo triat i ar		
3 Lan	n a U.S. citizen or	other U.S. person (defined below).				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding						
because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage						
interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and						
generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.						
Sign						
Here	Signature of U.S. person I	Date ►				
			a vari a form other the	Form W/ O to reserve		
Gen	erai Instruc	etions Note. If a requester gives	s you a form other than	roim w-9 to request		

Section references are to the Internal Revenue Code unless otherwise

#### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

#### **GENERAL SPECIFICATIONS**

#### DESCRIPTION OF WORK

The work to be done under these specifications shall include all labor, materials, equipment and services necessary to complete the demolition of single family structure and detached shed at 111 South Lansing Street, Owosso, Michigan.

- A. A utility abandonment sign-off sheet must be submitted to the Building Department in order to obtain a demolition permit prior to starting the demolition.
- B. Secure all necessary permits (demolition, water/sewer cut off, soil erosion, etc.).
- C. Contractor to properly abate all hazardous material from the structure.
- D. Proof of Liability and Worker's Compensation insurance with the city of Owosso named as additional insured must be filed with the city prior to obtaining utility abandonment sheet.
- E. This removal will include all basement walls, basement floors, and foundation footings. The sanitary sewer will be plugged with concrete. Also, all patio/porch slabs, concrete walkways, miscellaneous shrubbery, fences, steps, etc. will be included in the removal costs of demolition.
- F. Once all materials are removed and prior to backfill, contact the City of Owosso Building Official for an onsite inspection and approval to backfill.
- G. The backfill will be of clay soil or class II sand compacted to a density of 90% T-99 designation. The contractor will have an independent testing agency test the backfill. A minimum of two passing test at various depth will be taken and furnished the owner. The cost of testing will be incidental to the cost of the backfill. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. Apply four inches of topsoil and hydro seed all bare earth areas.
- H. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the traffic route to the landfill for related construction debris and tracking of dirt on the roadway and be responsible for clean-up.
- I. All construction debris will be taken to a State licensed landfill licensed to accept hazardous wastes with all load tare sheets being supplied to the city of Owosso indicating receipt and acceptance of hazardous waste. All non-hazardous recyclable material will be removed to a proper processing plant.

#### 2. PROTECTION OF EXISTING FACILITIES

The contractor, as soon as he receives a Notice to Proceed with the work, shall enter upon the premises and do any and all things necessary to protect the premises from damage by unauthorized persons. All roofs and walls affected by demolition work and to remain shall be kept weather-tight.

The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. The contractor shall provide all shoring, bracing, tarps, temporary partitions, barricades, and/or other safety devices deemed necessary by the engineer for the protection of existing facilities.

#### 3. OWNERSHIP OF PROPERTY

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the contract.

Only such property may be salvaged by the contractor as is owned by the city of Owosso, and in the event of any doubt with respect to the ownership of any particular property, the contractor shall request from the city of Owosso a written statement respecting its ownership.

All approved salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract. Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

#### 4. RODENT EXTERMINATION

It shall be the responsibility of the contractor to secure the services of an exterminator for the purpose of rodent extermination of the subject property prior to the commencement of any demolition under this contract. Contractor shall submit proof of such extermination satisfactory to the city of Owosso.

#### 5. DEMOLITION REQUIREMENTS:

- A. The work under this contract shall consist of the following:
  - Demolition and removal of all structures on the site.
  - 2. Removal of all exterior foundation walls.
  - 3. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings.
  - 4. Proper abandonment of all utilities
  - 5. Proper abatement of all hazardous materials from the structure.
- Seal storm or sanitary sewer lines leading from the buildings being demolished.
- C. The city of Owosso, at no cost to the contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the contractor that the building or buildings have been vacated.
  - Gas services shall be turned off at existing valves by and under the supervision of the utility
    company owning the service. Notification of termination of gas service shall be made to the
    appropriate division of Consumers. Gas will be shut off at the gas main in the street and all
    gas meters will be removed by the utility company.
  - Disconnect electric wires as per Energy Code. The contractor will notify the electric utility company for proper abandonment of any overhead wires or poles leading to the meter socket. Any equipment or wires left by the utility company within the building to be demolished, after adequate notice to them, will be intentional on their part and will be up to the contractor to remove.

- 3. Disconnect telephone wires as per rules and regulations of authorities having jurisdiction. The telephone company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the telephone company within the building to be demolished, after adequate notice to them, will be intentional on their part and will be up to the contractor to remove.
- 4. Removal of any other wires shall be arranged by the contractor.
- 5. Maintain and preserve utilities traversing premises as long as same are required.
- D. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.
- E. Removal of all concrete basement floors.
- F. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, in-ground pools and other excavation.
- G. All basements and where applicable, in-ground pools, indicated shall be filled. Where excavations remain open for more than 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.
- H. Performance of all other incidental work necessary to fully complete the contract.
- I. No wall over ten feet high, without adequate lateral support, of any width or length shall remain standing after working hours.
- J. Upon completion of demolition, sufficient filling and grading shall be done to bring the area up to a level as specified in the contract proposal.
- K. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. Apply four inches of topsoil and hydro seed to all bare earth areas.
- L. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City Building Inspector.
- M. All work to be completed within 60 days of the contract signing date.
- N. A single payment will be made upon satisfactory completion of the work.
- O. Bidding price shall be good for 60 days.