

**BID DOCUMENTS
FOR
COURT ORDERED DEMOLITION OF STRUCTURES
At
1122 S Cedar Street
AND
917 S Park Street**



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

June 28, 2022

NOTICE TO BIDDERS

Sealed bid proposals will be received by the city of Owosso for the:

**COURT ORDERED DEMOLITION OF STRUCTURES LOCATED AT
1122 S CEDAR STREET
AND
917 S PARK STREET
ASBESTOS SURVEY REQUIRED (ASBESTOS SURVEY IS LIMITED TO EXTERIOR ONLY AS
STRUCTURES ARE UNSAFE FOR ENTRY)**

And should be addressed to:

Bid Coordinator

City of Owosso,
301 W. Main St.
Owosso, Michigan 48867

Sealed bids will be accepted until **3:00 p.m. Tuesday, July 26, 2022** for the **COURT ORDERED DEMOLITION OF STRUCTURES LOCATED AT 1122 S CEDAR STREET AND 917 S PARK STREET** at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original 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 STRUCTURES AT
1122 S CEDAR STREET AND 917 S PARK STREET**

This bid will be considered "All or None". "All or None" means that bidders are required to submit pricing for all items requested. Any proposal received that does not meet this requirement will be disqualified.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal and will furnish the surety for performance, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city. No work can begin before **August 8, 2022** and all work is to be completed by **October 10, 2022**.

Hard copies of the proposal and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info

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.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info

The exterior of the structures to be demolished are available for inspection by prospective bidders by appointment. To schedule an appointment contact – Tanya Buckelew, Planning & Building Director via phone 989-725-0540 or e-mail tanya.buckelew@ci.owosso.mi.us. Request must be received at least five (5) calendar days prior to the bid submission.

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. 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 six percent (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 three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
 - a. **Bid Proposal**
 - b. **Signature Page & Legal Status/Acknowledgement of Addendum(s)**
 - c. **Local Preference Affidavit**
 - d. **W-9 Request for Taxpayer ID No. and Certification**
 - e. **Insurance Endorsement**

BID Proposal

**COURT ORDERED DEMOLITION OF STRUCTURES LOCATED AT
1122 S CEDAR STREET AND 917 S PARK STREET**

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 COURT ORDERED DEMOLITION OF STRUCTURES AT 1122 S CEDAR STREET AND 917 S PARK STREET, CITY OF OWOSSO listed below at the following prices to wit:

Item	Description	Unit	Total
1	1122 S CEDAR STREET, CITY OF OWOSSO, MICHIGAN 1-STORY, 528 SQUARE FEET		
2	ASBESTOS SURVEY REQUIRED – (LIMIT TO EXTERIOR ONLY AS STRUCTURE IS UNSAFE FOR ENTRY)		
3	917 S PARK STREET, CITY OF OWOSSO, MICHIGAN 1 ¼ STORY, 776 SQUARE FEET		
4	ASBESTOS SURVEY REQUIRED – (LIMIT TO EXTERIOR ONLY AS STRUCTURE IS UNSAFE FOR ENTRY)		
5			
6			
		TOTAL BID	

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.

SIGNATURE PAGE AND LEGAL STATUS

On behalf of _____, I hereby submit this proposal for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates. 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 (Name of Firm):

Legal status of bidder.

Please check the appropriate box and USE CORRECT LEGAL NAME.

Corporation

State of Incorporation:

Partnership

List of names:

DBA

State full name:

Other

Explain:

Signature of Bidder:

Title:

Signature of Bidder:

Title:

Address:

City, Zip:

Telephone:

Signed this

Day of

2021

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO:

BIDDER'S INITIALS:

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's 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 Compiled 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.

12. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the city and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an additional insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.
- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:
Each occurrence: \$1,000,000
Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners' protective liability - Bodily injury and property damage protection shall be extended to the city.
- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:
Bodily injury liability:
Each person: \$ 500,000
Each occurrence: \$1,000,000
Property damage liability:
Each occurrence: \$1,000,000
Combined single limit for bodily injury and property damage liability:
Each occurrence: \$2,000,000

- f. Notice - The contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the city. All such insurance must include an endorsement under which the insurer shall agree to notify the city immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.
- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

13. WATER SUPPLY

The contractor shall arrange for securing an adequate water supply for use in construction and for drinking water for his employees. If the city's water is used on the work, the contractor shall make the necessary application and shall pay all costs involved. Connections, piping and the contractor shall furnish and maintain fittings for conveying water. Contractor shall pay for water according to the city's established rates.

14. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

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:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

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 completion. Please find instruction for completion by visiting www.irs.gov/FormW9 for instructions and the latest information.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. 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 no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)	<u>COMPANIES AFFORDING COVERAGE</u>
ADDRESS	A. B. C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

Court Ordered Demolition of Structures – 1122 S Cedar Street and 917 S Park Street

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor’s officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company’s liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker’s Compensation Insurance** including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess

5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. **Proof of Insurance Coverage:** The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
 Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

GENERAL SPECIFICATIONS

1. DESCRIPTION OF WORK – DANGEROUS STRUCTURES ARE NOT TO BE ENTERED

The work to be done under these specifications shall include all labor, materials, equipment and services necessary to complete the demolition of **TWO (2) single-family structures at 1122 S Cedar Street and 917 S Park 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 (EXTERIOR ONLY).
- 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 is to be terminated per Public Works specifications at the right of way line, measurements recorded and sufficient marker buried to assist locating for future development. 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 shall be **Class II Fill 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 by 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 surround sites. Apply **SIX (6) inches** of topsoil and hydro-seed all bare earth areas.
- H. The contractor shall provide dust control during demolition of structures to ensure toxic and/or nuisance dust particles to not permeate the air in and around the work site. The contractor will be responsible for providing own water supply as there are no available hydrants within the mid-block area of the demolition site.

At contractor's discretion, city fire hydrants are located at both ends of the block where the contractor may use to fill a water tank or truck used for dust control. The city can provide a combination water meter and backflow preventer to attach to the nearest for contractor use. The charge for providing this equipment is provided as attached in the **Water Hydrant Meter Rental Form**, and should be included in the contractors bid if intending to request this service equipment.

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

The work under this contract shall consist of the following:

1. 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 assessment of hazardous materials and abatement of all hazardous materials from the structures
5. 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.
6. 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.
7. 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.
8. 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.

9. Removal of any other wires shall be arranged by the contractor.
10. Maintain and preserve utilities traversing premises as long as same are required.
11. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.
12. Removal of all concrete basement floors.
13. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, in-ground pools and other excavation.
14. All basements and where applicable, in-ground pools, indicated shall be filled. Where excavation remains 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.
15. Performance of all other incidental work necessary to fully complete the contract.
16. No wall over ten feet high, without adequate lateral support, of any width or length shall remain standing after working hours.
17. 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.
18. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. Apply six (6) inches of topsoil and hydro seed to all bare earth areas.
19. 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.

6. SCOPE OF PROJECT

Description: The successful bidder should possess broad expertise in demolition. Services required may include any of the following:

- A. Providing advice on matters and participate in the planning of projects related to the demolition and clean-up of the residential building located at 900 Ada Street.
- B. Creating, reviewing and revising demolition and clean-up plans.
- C. Preparing necessary reports to the City related to the project's progress.
- D. Providing project management and inspections during the preparation, demolition, and clean-up and providing any requested reports to the Zoning/Building Administrator, or their designee.
- E. Professional support and advice to the Zoning/Building Administrator.
- F. Providing other related services as requested by the City of Owosso.
- G. Attending City meetings, public hearings and conferences with funding and regulatory agencies, if necessary.

Qualifications: All Bidders shall include a list of current and prior projects similar to that proposed in the Request for Bid as references for qualifying experience. A **Contractor References Form** has been provided. The name, address, and telephone numbers of the responsible individuals(s) at the reference project site who may be contacted shall be included.

Requirements:

- A. Proof of State of Michigan Builders License and/or any other licenses or certifications.
- B. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.
- C. Ability to communicate and work effectively with the City of Owosso, its officials, administration, staff and consultants with respect to any of the services required.
- D. Ability to work effectively with public agencies and officials.
- E. Thorough knowledge of the demolition discipline and demolition debris removal, including disposal of any hazardous materials, if found on site.
- F. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Owosso, if so requested.
- G. The Successful Bidder or their representative shall attend any regular or special meetings, as requested by the City.
- H. Ability to meet or accomplish the following specific project requirements:
 - 1. Successful Bidder, at Successful Bidder's cost, shall secure the necessary permits including a Soil Erosion Permit if required from Shiawassee County.
 - 2. Properly notify utility providers of the pending demolition and request and ensure disconnection of Utilities, Gas, Electric, Cable TV and any other utility to the residential building.
 - 3. Provide to the City, proof of disconnection of all utilities.
 - 4. Contact the Department of Public Works per the Water Sewer Abandonment Request to schedule the cut and cap of any and all City Sewer, Storm Sewer and Water line. Contractor is to pay the fees related to the services provided by the Department of Public Works.
 - 5. Demolition and removal of main structure.
 - 6. Demolition and removal of any accessory structures, footings and concrete slabs.
 - 7. Removal of entire driveway and basement/crawlspace walls and floor.
 - 8. Demolition and removal of sidewalk between main entry door and City, without removing city sidewalk in ROW at street. Successful Bidder shall protect the City sidewalk and replace at its own cost any sections that are damaged due to the demolition work.
 - 9. As work progresses, carefully clean and keep the project site clean from rubbish and refuse.
 - 10. Remove all building material, rubbish or refuse from the project site daily; no material or debris may be buried on site.

11. Furnish to the City all documentation regarding the proper disposal of all rubbish, soil, refuse, and any other debris.
12. The Successful Bidder shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat and safe condition, limiting to the extent possible dust and smoke on and around the project site.
13. The Successful Bidder shall provide dust control during demolition of structures to ensure toxic and/or nuisance dust particles to not permeate the air in and around the work site. The contractor will be responsible for providing own water supply as there are no available hydrants within the mid-block area of the demolition site.

At Bidder's discretion, city fire hydrants are located at both ends of the block where the contractor may use to fill a water tank or truck used for dust control. The city can provide a combination water meter and backflow preventer to attach to the nearest for contractor use. The charge for providing this equipment is provided as attached, and should be included in the Bid if intending to request this service equipment.

14. There shall be NO fires of any kind or burning of any debris.
15. If Successful Bidder encounters asbestos or asbestos type material, Successful Bidder shall immediately stop work and notify Michigan Department of Environmental Quality Air Quality division. Successful Bidder responsible for the proper removal same and compliance with applicable laws related thereto.
16. Fill/Backfill to attain indicated specified grads, grades:
 - a. Shall not be completed as to cause any increase of water velocity or damming of surface water as to create a water issue at adjacent or neighboring sites.
 - b. All fill material, except MDOT Class II Granular Material (excluding blue clay), shall be subject to approval of the City.
 - c. Fill material shall be compacted with proper equipment to a minimum density of 90%.
 - d. For approved fill material, notify the City's representative in advance of the intention to import material, its location and the City's name, address and telephone number.
 - e. Obtain all fill material from off-site commercial or City-approved sources that are free from contamination.
 - f. Provide documentation from each source of fill verifying the fill to be free of contaminants.
 - g. Ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material.
17. Reseed or plant anew any grass plot or plots disturbed, and preplace any shrubbery, trees not specified for removal.
 - a. Apply six (6) inches of screened top soil to each lot that is free from pulverized building materials and construction debris.
 - b. Apply grass seed mix of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre, placed upon screened Topsoil
 - c. Apply straw (or approved equivalent) mulch.
18. Limit hours of operation to Monday through Friday during the hours of **7:00 a.m. to 6:00 p.m.** Special hours of operation outside the normal hours must be approved by the City.

CONTRACTOR REFERENCES

Please list below three (3) references for which your firm has performed similar work as identified in Bidder Qualifications.

Customer Name:

Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Customer Name:

Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Date of Service:

Customer Name:

Address:

City, State, Zip Code:

Contact Person:

Telephone Number:

Date of Service: