

**REQUEST FOR BIDS  
GAS STATION DEMOLITION  
CITY OF SWARTZ CREEK  
MAY 2016**

**Overview**

The City of Swartz Creek, Michigan is seeking proposals for the demolition of a gas station, including canopy, and removal/disposal of underground tanks and contents, located in the city. Work is expected to be completed in the summer of 2016.

Swartz Creek is located approximately 7 miles west of downtown Flint, Michigan, near the western edge of Genesee County. The structure is on a corner lot with access to Miller Road (an arterial street) within one mile to I-69.

Qualification Requirements

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in this Request for Bids (“RFB”). Satisfactory evidence that the bidder has the necessary capital, equipment, licensing, insurance, training, certification and personnel to do the work is required.

Bid Form

Sealed bids must be submitted on the bid forms furnished by the city. All bids must be filled out in ink or type written and shall be legally signed with the complete address of the bidder given thereon. All bids must be sealed and labeled "DEMOLITION OF GAS STATION STRUCTURES/TANKS - CITY OF SWARTZ CREEK". Bidders not responding to all information requested in this RFB may have their bids rejected. The city council reserves the right to reject any and all bids and to accept any bid which in its opinion, is most advantageous to the city. Bids submitted must remain valid for at least ninety (90) days past the response date provided in this RFB.

Response Date

**To be considered, sealed bids must be received at the City offices, 8083 Civic Drive, Swartz Creek, MI 48473, before 2:00 p.m. on May 19, 2016.** The City offices are open Monday thru Friday, excluding holidays between 8:00 a.m. and 4:30 p.m (closed 12:00 p.m. to 1:00 p.m.). Contractors mailing bids must allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor’s name and “DEMOLITION OF GAS STATION BID- CITY OF SWARTZ CREEK.”

Opening of Bids

All bids received will be publicly opened and read at city hall at or soon after 2:00 p.m. on May 19, 2016. All bidders are invited to be present.

### Rejection of Bids

The city reserves the right to reject any or all bids, in part or in their entirety, or to waive any information or defect in any bid, or accept any bid which, in its opinion is deemed most advantageous to the city.

### Explanations and Alternate Bids

Explanations desired by a prospective bidder shall be requested of the city in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder of record. Every request of such explanations shall be in writing and addressed to: Adam Zettel, City of Swartz Creek, 8083 Civic Drive, Swartz Creek, MI 48473.

### Contract Execution

The bidder to whom the contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the city. Failure to execute a contract will be considered abandonment of the award and the city shall have no further obligation to that bidder.

### Incurring Costs

The city is not liable for any costs incurred by contractors prior to the issuance of the contract.

### Material Submitted

All materials submitted as part of a bid will become the property of the city. The city reserves the right to use any and all ideas presented.

### Length of Contract

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including but not limited to, bid prices, equipment, etc., throughout the term of the contract. The city seeks to have the demolition of a gas station at 5012 Holland Drive completed within seventy five (75) days from signing of a contract. This contract shall also be subject to appropriation by city council. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

## **Demolition of a Gas Station Bid Specifications**

### Definitions

“bids”- shall be defined as an announcement of terms indicating what items are needed to complete a project.

“bidders”-shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“city”- shall mean the City of Swartz Creek.

“contract”- shall mean the contract between the City and the Successful Bidder.

“successful bidder”- shall be defined as the bidder who is chosen by the City Council to enter into contract with the City.

These definitions are meant as guides for understanding and are not binding explanations.

### Description

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

- A. Providing advice on matters and participate in the planning related to the demolition and clean-up of the structures located at 5012 Holland Drive. (See Appendix A for property details).
- 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 Swartz Creek.
- G. Attending city meetings, public hearings and conferences with funding and regulatory agencies, if necessary.

### Qualifications

A detailed description of the primary contact’s background, as well as the company’s background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the city.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, detail of such affiliation shall be furnished along with the same information as required for the bidder.

### Requirements

- A. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.
- B. Ability to communicate and work effectively with the City of Swartz Creek, its officials, administration, staff, and consultants with respect to any of the services required.
- C. Ability to work effectively with public agencies and officials.
- D. Thorough knowledge of the demolition discipline and demolition debris removal, including disposal of any hazardous materials, if found on site.
- E. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Swartz Creek, if so requested.
- F. The successful bidder or their representative shall attend any regular or special meetings, as requested by the city.
- G. Ability to meet or accomplish the following specific project requirements:

1. Successful bidder, at successful bidder's cost, shall secure the necessary permit, including a soil erosion permit if required from Genesee County.
2. Properly notify utility provider of the pending demolition and request and ensure disconnections of utilities, gas, electric, cable TV, and any other utility to the commercial building.
3. Provide to the city, proof of disconnection of all utilities.
4. Contractor to cut and cap any and all city sewer, storm sewer and water line and obtain cut/cap inspection from the city department of public works by calling 810.635.4464
5. Demolition and removal of main structure. Including but not limited to:
  - a. All foundations, walls, floors, roofs, all types of siding, all wood, brick, steel, metal, drywall, paneling, plumbing, electrical heating, ventilation, air conditioning, duct work, concrete slabs, refrigeration units, and all structural supports.
6. Demolition and removal of all accessory structures, footings, and concrete slabs.
7. Removal of three 10,000 gasoline USTs and one 500-gallon heating oil UST in accordance with all applicable local, state, and federal laws. The gasoline USTs are registered as "Temporarily Out of Service" with the Michigan Department of Licensing and Regulatory Affairs (LARA) as constructed of fiberglass reinforced plastic. They were inspected and noted as empty in 2015. The construction of the heating oil UST is unknown. The city makes no warranty as to the actual construction material of the USTs.

Emptying, cleaning, and disposal of the USTs in accordance will all applicable local, state, and federal laws. The USTs shall be emptied of all liquids and sludges, as necessary for proper transport and disposal. The contractor shall provide certification of UST destruction, stating that the USTs were properly closed, transported vapor-free, and either disposed of or rendered useless as USTs and repurposed or recycled.

All UST contents shall be transported by an appropriately-licensed waste/hazardous materials transporter and either disposed of or recycled appropriately in accordance with all local, state, and federal laws. Waste manifests and/or Bills of Lading shall be provided to the city. The city will obtain any necessary generator identification status. Waste characterization and any costs to secure recycling or disposal will be solely the cost of the contractor. The city believes that the USTs contain less than six-inches of product each. The contractor may choose to remove the tanks' contents from the site in a tanker truck or place the contents in 55-gallon drums for removal from the site. If the contractor elects to place the waste in 55-gallon drums, the drums must be properly labeled and removed within 30 days. The contractor will be responsible for any releases resulting from 55-gallon drums left on-site pending disposal. The contractor shall include in the bid, the costs to clean and empty the USTs. Unit rates for disposal will be accepted either on a per-gallon basis or a per-drum basis. Unit rates for per-drum disposal must include the cost of the drums and labeling as well as a fixed-cost for transport and disposal. Unit rates for vacuum truck

- disposal must include fixed costs for transport and any needed tanker wash-out as well as a unit rate per gallon for disposal.
8. Remove the canopy structure and associated bases, elevated concrete pump island bases, adjacent pipes and utilities. The contractor must make every reasonable effort to remove dispenser and vent piping without disturbing the existing pavement. If dispenser or vent piping cannot be removed without disturbing the pavement, the piping must be adequately capped and will be left in-place. Capping of pipes will be subject to the approval of the city, the city's consultant, and LARA.
  9. Remove all light poles and bases.
  10. Abate asbestos material noted herein. The contractor will be required to submit appropriate notice (NESHAPS 10- day Notice) to regulating authorities for both the building demolition and asbestos abatement, as required by local, state, or federal law. The contractor will be provided with the appropriate information for the asbestos inspector to include in the Notice.
  11. As work progresses, carefully clean and keep the project site clean from rubbish and refuse. Appropriate care must be taken to ensure that soils or debris are not tracked off-site by vehicle tires and that soils will not be eroded off-site or into storm sewers. Daily cleanup of soils on the ground surface will be required.
  12. Remove all building material, rubbish or refuse from the project site daily; no material or debris may be buried on site.
  13. All construction equipment shall be removed from the property as soon as possible.
  14. Furnish to the city all documentation regarding the proper disposal of all rubbish, hazardous substances and/or petroleum products, refuse, liquids, and any other debris.
  15. 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. The successful bidder shall sprinkle with water or otherwise treat the site surface and surrounding area being used by the contractor (i.e. street, right-of-way, etc.) sufficiently to keep down any dust generated during the progress of work. Successful bidder must remove all piles of dirt or debris.
  16. All equipment and material used in the demolition process shall be contained within the property boundaries or on Holland Drive (conditioned upon approval by the Director of Public Works). Unless prior written permission is obtained from property owners, the successful bidder shall not use the adjacent properties.
  17. There shall be NO fires of any kind or burning of any debris.
  18. If successful bidder encounters undocumented asbestos or asbestos type material, successful bidder shall immediately stop work and notify Michigan Department of Environmental Quality Air Quality division and the city and any other appropriate governing authority. The successful bidder must show evidence of asbestos awareness training for staff involved in the demolition.
  19. Prior to fill/backfill the successful bidder must request a building inspection, by the city, of the site and allow the inspector access to take necessary photos, check for debris removal, floor removal and inspection of sewer capping.

20. Fill/backfill to attain dedicated specified 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 in no more than twelve (12) inch layers 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. The source of backfill material must be provided to the city. If the city believes that the backfill is of a suspect or unknown origin, soil sample analysis may be required, the cost of which shall be borne by the contractor.
  - g. Ensure fill materials are free of rock or lumps larger than six (6) inches in greatest dimension. Pulverized building materials shall not be used in fill material.
  - h. Apply a covering of 6 inches of crushed limestone to areas excavated or exposed due to structure removal.
21. Limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the city.

### Salvage Rights

The successful bidder shall have salvage rights to all materials, tanks, furnishings, and other personal property that are within the scope for demolition and/or removal for the duration of the project. Such rights shall expire upon closeout of the project. Salvage rights will exclude repurposing the USTs to store any quantity of hazardous materials or petroleum products.

### The Proposal

A response to this RFB must outline in detail the manner in which they would work with the city to fulfill the city's needs. The outline at a minimum shall address:

- A. The designation and location of the bidder's primary contact (one person preferred), support staff and the associate personnel, and the overall relationship, which will be established between the bidder and the city. Further, the qualifications and experience of the primary and main secondary contacts should be included within the proposal.
- B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress report(s) to the city.
- C. The bidder's capabilities to perform the necessary demolition and clean-up.
- D. The general manner in which work will be performed.
- E. The experience and references for those who will perform work.

- F. A schedule of hourly rates or the separate fixed costs for the demolition and removal of debris, including those for labor, equipment, transportation, permits and fees required to provide demolition services in accordance with all specifications, terms and conditions in this RFB.
- G. The method for assuring total clean-up from demolition.
- H. The location to which demolition debris will be taken and description of how that will occur.
- I. Bid should include any cost to obtain necessary permit and materials as to provide compliance with local, state, and federal law and this bid.

### Bidder Responsibility

The City of Swartz Creek will not be liable for any cost incurred in the development of a proposal responsive to this request. By submitting a bid to the work, the bidder represents that it is fully informed concerning the scope of the project, the requirements of the contract, the physical conditions likely encountered in the work, and the character, quality and quantity of the services required by the city. If a bidder desires to do a site visit and tour or otherwise observe the properties and inside of the structures to better inform bidder of the above, bidder must contact the building official, Marty Johnson, through the city office. Site visits are subject to availability of the building official.

The successful bidder shall furnish all labor, materials, supplies, devices, or tools needed to perform the required services. The bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. In addition, the successful bidder shall provide all vehicles and other equipment and material necessary for work. Bidders having questions regarding this RFB should request clarification prior to submittal of a bid. Negligence or inattention of the bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the city to agree to additional compensation. Bidders having questions regarding this RFB contact the city for clarification.

### Safety

The successful bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Energy, Labor & Economic Growth, OSHA, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

The successful bidder shall observe city ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The successful bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

The successful bidder will be responsible for controlling pedestrian traffic on and near the site in order to successfully prevent unauthorized persons from accessing the site. This may require fencing the area or patrolling the area and preventing unauthorized persons from accessing the site. Any site access controls will solely be the obligation of the contractor.

### Pollution Controls

Under the Authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants (NEHAP) on April 6, 1973 (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use and control. Demolition of certain buildings and structures was determined to be a significant source of asbestos emissions.

Contractors are required under section 114(a) of the Clean Air Act allow EPA personnel to freely enter facilities or demolition sites, review records, inspect any demolition method, and sample or observe any emissions.

All demolition must be undertaken in compliance with the applicable provisions of the Clean Air Act and 40 C.F.R. Section 61.22(d). The Successful Bidder is responsible for compliance with NESHAP. The successful bidder shall complete and submit "Notification of Intent to Renovate or Demolish" form to the NESHAP Asbestos Program of Michigan's Department of Environmental Quality Air Quality Division and provide a copy to the zoning administrator. This form must be mailed at least **10 working days** prior to undertaking demolition.

The City of Swartz Creek has an asbestos survey of the building located at 5012 Holland Drive and has identified a small area (~80 square feet) of floor tile that requires abatement. **All asbestos is to be removed by a properly qualified party and in accordance with MIOSHA, Federal Air Quality regulations, MDEQ regulations, and all other applicable laws and regulations.** A copy of the asbestos survey report is attached as Appendix B.

The contractor will be required to demonstrate appropriate removal and disposal of the asbestos floor tile in accordance with local, state, and federal laws.

### Assignments or Subcontracting

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the city. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the bidder's response.

### Fair Employment Practices

The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry handicap or any other basis prohibited by state or federal law or regulations.

### Contractor's Payment of Taxes, Permits, Etc.

The successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all federal and state laws, including the federal and state wage and hour laws.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the successful bidder under state and federal law.
- c. Payment of all applicable federal, state, or municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants or vendors from whom the successful bidder obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the city harmless from all claims arising from the foregoing payment obligations of the successful bidder.

### Damage to Persons or Property

The successful bidder also accepts sole responsibility for any damage to any person or damage to public, or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The successful bidder will protect, defend and hold harmless, the city from any and all damage, claim liability, or expenses whatsoever, or amounts paid in compromise there of arising out of or connected with the performance of this contract, including those related to the successful bidder's (or its subcontractors') negligence.

### Insurance

#### A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the city as an additional insured:
  - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence
  - Pollution liability insurance of not less than \$1,000,000 per occurrence
  - Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.
  - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.
2. Workers Compensation Compliance

Successful bidder shall also comply with all requirements of the Michigan Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims

under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

#### B. Certificates of Insurance

Included in bid package, bidders shall provide the city complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the city at least thirty (30) days written notice of reduction, cancellation, or intent not to renew coverages as called for above.

If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the successful bidder must cease work on this bid.

#### C. Submission of Policies and Certificates of Insurance

The successful bidder shall provide the city with a copy of its required insurance policies and certificates of insurance as described above. If the successful bidder does not provide such materials in the time provided for, the successful bidder will be disqualified and the bid will be awarded to the next lowest bidder or in the creation of a new request for bid.

#### Quality of Service

The city expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the city. The city is looking to inconveniencing the public as little as possible, considering the service the successful bidder is providing. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

#### Operation of Vehicles

The successful bidder shall operate all company vehicles in a manner so as to not impede traffic flow on city streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to city codes and ordinance in place at that time.

#### Support Facilities

Successful bidder shall have sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

#### Breach of Contract and City's Right to Terminate Contract

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, the city shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of the successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the city manager of the City of Swartz Creek shall have the right to cancel any contract by sending written notice to the successful bidder of cancellation.

If the successful bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the city, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the city may, without prejudice to any other right or remedy, terminate the contract immediately.

If the successful bidder fails to perform or complete the demolition and clean-up of the residential buildings as agreed or otherwise breaches its duties under this bid or the resulting contract, the successful bidder shall be reasonable for any and all costs the city incurs in obtaining satisfactory performance of the project and/or litigation costs and attorney's fees to enforce its rights under the bid and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the city.

#### City's Right to Modify Contract

The city reserves the right to negotiate with the successful bidder for a change in terms of the contract during the term of the contract and to make adjustment relative to the implementation of a change that reduces or modifies the need for qualified project management. If the city and the successful bidder are unable to agree on a revised contract, the city may seek new proposals and, upon a minimum of ten (10) calendar days written notice from the city, may terminate the unexpired portion of the contract. The city shall not be liable for any cost under this section beyond the contract price for the period where service was actually provided.

#### No Conflict of Interest

The bidder must provide a statement that it has no conflicting financial or professional interests and is qualified to perform the services requested.

#### References

All bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within Genesee, Shiawassee, Livingston and Oakland Counties.

#### Payment

The city shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the successful bidder must thoroughly clear the project site and any other place affected by the work of all debris to the city's satisfaction, in the city's sole discretion.