



City Clerk
49045 Pontiac Trail
Wixom, MI 48393

REQUEST FOR PROPOSALS

BUILDING DEMOLITION, REMOVAL AND SITE RESTORATION
117, 119, 121 & 125 N. WIXOM ROAD, WIXOM, MI 48393

UPDATED – April 1, 2024

Proposals will be accepted by the City Clerk, City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 until ~~Monday, April 15, 2024~~ **Monday, April 29 at 10:00 AM.**

The City of Wixom is a participating agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at <http://www.mitn.info> to view Bid/RFP announcements and/or specifications for this and all open Bids and RFPs for the City of Wixom.

City of Wixom Contact:

Drew Benson
Assistant City Manager & Director of Economic Development
dbenson@wixomgov.org
248-624-3280

The City of Wixom reserves the right to reject all Bids in its sole discretion. The City of Wixom reserves the right to reject any Bid which is not submitted on and/or supported by a bill of materials. The City of Wixom reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom.

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SECTION 1 INTRODUCTION & SCOPE OF WORK

The City of Wixom is seeking proposals for the demolition, removal and site restoration for structures, land and property located at 117, 119, 121, & 125 N. Wixom Road, Wixom, Michigan. This work includes removal and disposal of a former residential building, multiple commercial structures and sidewalks, including the removal of contents within any of the buildings, any underground infrastructure for the buildings, and the removal and disposal of vegetation, junk and debris resulting in a clear, grassy area ready for redevelopment.

- A. Phase I Environmental Assessments have been conducted for each of the properties, and no Asbestos-containing materials or other hazardous materials were found (including drywall system and floor tile), vermiculite or lead-based paint were found. However, should any unknown contaminants be found, those contaminants must be removed by a licensed abatement contractor with appropriate notification, properly disposed of and documented, and reports submitted to regulating agencies with all work to follow federal, state, Oakland County, and City of Wixom guidelines. The selected vendor will be responsible for securing demolition permits, and securing all required inspections. **Copies of the Phase I Environmental Assessments will be provided upon request.**
- B. To complete the demolition and removal of the 117, 119, 121, & 125 N. Wixom Road structures, it may be necessary to remove trees and other vegetation. It is the City's intent to preserve as many quality trees as possible. To that end, the City will work with the contractor to identify trees if needed for removal. The removal these trees and other vegetation is incidental to the contract.

Removal and disposal of site debris and pavement including walks, drive, parking areas, etc. The contractor is expected to mark and section off the demolition area with a temporary fence and/or barricades to ensure the safety of the public, especially if any hazards are present.

- C. Restoration of all disturbed areas. This shall include the removal of all basement structures, as well as filling and fine grading the entire site with a 3" layer of topsoil, MDOT Class A grass seed and mulch such that site is completely vegetated. All disturbed areas shall be cleared of debris (including rocks and stones over 2 inches diameter, roots, litter or any foreign matter), graded and 3 inches of topsoil placed with the surface of such being in close conformity to the surrounding area with rough or low areas eliminated. Fertilizer shall be evenly applied on the prepared topsoil at a rate which will provide 240 pounds per acre of chemical fertilizer nutrients, in equal proportions of Nitrogen, Phosphoric Acid and Potash. MDOT Class A grass seed (30% Perennial Rye, 30% Kentucky Blue, 40% Red Fescue) shall be applied at a rate equal to 100 pounds per acre. The contractor shall mulch all seeded areas with un-weathered small grain straw applied at a rate of 2-3 bales per 1,000 square feet. The mulch shall be anchored in place with biodegradable nettings with openings not to exceed 1-1/2 inches x 3 inches, and a minimum roll width of 35 inches. The netting shall be anchored with wood pegs at least 6 inches long driven flush with the ground.
- D. Abandon/Disconnect any City water service and any private wells in accordance with Oakland County requirements. A registered well driller must perform the abandoning of the well.
- E. Abandon/Disconnect any on-site sanitary disposal system in accordance with Oakland County and/or Michigan Department of Environmental Quality requirements. Please note, this item is only required if encountered. City records show that Wixom sanitary sewers currently serve the sites.
- F. The excavated areas shall be backfilled with clean fill material. The Building Department shall be notified 24 hours in advance at (248) 624-0880 for inspection of removed footings, basements, etc. prior to backfilling. The Building Official and / or his designees may require additional inspections at any time to ensure compliance with applicant requirements.
- G. All debris and rubbish shall be removed from the site and a finished grade that is compatible with the surrounding area shall be established as required by City Ordinance. This includes any basements, foundations, sump wells, or other subterranean installations prior to backfill.
- H. The specifications provided by the successful Bidder shall meet or exceed all requirements described in this RFP and any additional Bid documents provided by the City.

A. FACILITIES AND LOCATIONS.

Building Name	Address	Department
Vacant Residential House	117 N. Wixom Road	Economic Development
Former Insurance Office	119 N. Wixom Road	Economic Development
Former Hair Salon	121 N. Wixom	Economic Development
Former Commercial Space	125 N. Wixom	Economic Development



Street view of 117, 119, 121, and 125 N. Wixom



Aerial Image - Structures to be demolished.

B. **VENDOR/CONTRACTOR RESPONSIBILITY.** It shall be the responsibility of the selected vendor/contractor to provide this work as outlined at a reasonable cost to the City. The City and its consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the scope of work.

The awarded Bidder shall:

1. Meet jointly with representatives of the City Construction & Development Department to exchange information and agree on details of contract fulfillment.
2. Provide for the demolition and site restoration for structures, land and property located at 117, 119, 121, & 125 N. Wixom Road, Wixom, Michigan, as previously outlined.
3. Provide a written guarantee/warranty covering the installed restoration of the property against defects in workmanship, components, and performance, and follow-up support after project completion for a period of one (1) year.
4. Obtain all necessary permits and inspections, including from the City of Wixom, Oakland County, and the State of Michigan.

SECTION 2 TIMELINE REQUIREMENTS

- A. **PROJECT TIMELINE.** The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Works (SOW) as described, within the allotted timeframe and shall, upon request, demonstrate that it/he/she has the resources necessary to fulfill the timeline requirements for completing the entire project. The City is expecting the project to be completed in accordance with the following project timeline:

RFP available on-line at MITN	February 26, 2024
RSVP's Due for Pre-Bid Walkthrough	March 22, 2024, 4 PM
Pre-bid meeting and walk-through	March 25, 2024, 10 AM
Emailed questions and RFP clarifications due	March 28, 2024, 2 PM
Responses to email questions posted on MITN	April 1, 2024, 4 PM
Sealed Bids due and Bid opening at the City Clerk's Office	April 15, 2024, 10 AM
Contract awarded, implementation schedule determined	May 14, 2024
Demolition to Begin	Spring/Summer 2024

- B. **SCOPE OF WORK SCHEDULES.** City administrative offices are open for business 7:15 a.m. to 5:30 p.m., Monday through Thursday. The Library is open 10:00 a.m. to 8:00 p.m., Monday through Thursday, and 10:00 a.m. to 5:00 p.m. Friday and Saturday. The Police and Fire Departments are staffed 24/7. The selected vendor/contractor is expected to perform the project during posted City administrative hours. Special scheduling arrangements may be made to facilitate completion of the contract in the Police and Fire Departments outside the regularly scheduled City hours.

PROJECT IMPLEMENTATION SCHEDULE. All Bidders shall provide the City with a project implementation schedule that adheres to the timeline requirements stated above. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without unnecessary disruption to City business. This project implementation schedule must be agreed upon by both the vendor/contractor and the City and shall be incorporated as part of the awarded contract.

SECTION 3 INVITATION TO BID

- A. **BID ACCEPTANCE.** The City of Wixom (hereinafter referred to as “the City”) will accept sealed responses (“Bids”) for the demolition, removal and site restoration for structures, land and property located at 117, 119, 121, & 125 N. Wixom Road, Wixom, Michigan which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Products and Services Specifications, and System Documentation & Warranty set forth below and submitted to the City at the following address:

City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393
Attention: Clerk’s Office

- B. **FACILITIES/BUILDING WALK-THROUGH.** Bidders are required to visit the site prior to bidding. **A formal walk-through meeting at the property will be conducted on Monday, March 25, 2024, at 10 AM. To RSVP for this event, please contact Drew Benson via -email at dbenson@wixomgov.org, or by phone at 248-624-3280 by March 22 at 4 PM.**
- C. **INDEPENDENCE.** By submission of a proposal, a Bidder certifies that the Bidder has not paid or agreed to pay any fee or commission, or any other thing of value, contingent on the award of this contract to any employee, official, or current contracting consultant of the City. The Bidder certifies that the financial information in this statement has been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other proposal or Bidder.
- D. **PUBLIC RECORD.** The contents of the proposals shall be considered public records of the City. Any Bidder submitting a proposal hereunder further acknowledges and agrees that the City is a public entity which is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFP shall become the property of the City upon delivery to the address set forth above.

SECTION 4 BIDDER INSTRUCTIONS

- A. **BID OPENING.** All Bid responses to this RFP must be placed in a sealed envelope, labeled as follows: REQUEST FOR BUILDING DEMOLITION, REMOVAL AND SITE RESTORATION- 117, 119 AND 121 N. WIXOM ROAD, WIXOM, MI 48393. The Bid will include one (1) original, two (2) copies, and one (1) electronic file provided via a physical flash-drive of the Bid proposal.
- All bids must contain completed copies of the forms included in Appendix A and Appendix B of this Request for Proposals**
 - Bid responses will only be considered via written paper format. No email, facsimile, oral, or other non-written documents will be considered.
 - Bids not received at the Clerk’s Office by the Bid closing time of Monday, April 15, 2024 10:00 AM will not be considered.
 - The Bidder shall be responsible for the timely delivery of the Bid to the Clerk’s Office. The City of Wixom will not be liable to any Bidder for any delivery or postal delays. Postmarking of the Bid prior to the closing date April 15, 2024 will not be a substitute for timely receipt of the Bid.
 - If the City of Wixom Offices are closed due to unforeseen circumstances on the Bid opening date, Bids will be due at the same time on the next day the City Offices are open.
- B. **CLARIFICATIONS AND CORRECTIONS.** General questions or clarifications regarding this RFP should be directed by email to: dbenson@wixomgov.org with the subject line clearly stating “RFP Question: N. Wixom Demolition” no later than March 28, 2024 at 2:00 PM. Questions received after this date/time will not be considered. All questions, along with their responses, will be posted in MITN by 4:00 PM on Monday, April 15, 2024.

C. GENERAL REQUIREMENTS.

1. The City of Wixom or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
2. This RFP for the demolition and site restoration for structures, land and property is not an offer to enter into a contract, but rather a solicitation for Bids.
3. The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
4. The City of Wixom reserves the right to reject and and/or all Bids at its sole discretion.
5. The City of Wixom reserves the right to reject any Bid which is not submitted on and/or supported by a bill of materials (If required).
6. The City of Wixom reserves the right to reject any and and/or all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom.

D. BID IDENTIFICATION REQUIREMENTS. The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

1. The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix A, in longhand, in ink, by an authorized representative.
2. The Bidder shall complete and submit, along with the Bid, a Bill of Materials (if required), Appendix A, summarizing the details of the Bid and identifying materials for each location.
3. The submitted Bid shall include a Qualifications Questionnaire, Appendix B, properly completed and signed by an authorized representative of the Bidder. The qualifications questionnaire shall include a list of at least four (4) references, one (1) of which must be a municipality or local government for a similar scope of work performed within the past three (3) years.

E. DEFINITIONS. The foregoing definitions apply to this Request for Proposal (RFP) only.

1. City – The City of Wixom, including all operational locations.
2. Bidder(s) – The business entities and/or person(s) submitting the Bid.
3. Bid(s) - A complete and properly executed proposal to perform the scope of work, or designated portion thereof, for the sums stated within the Bid.
4. Base Bid - The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the alternate Bid, if any.
5. Alternate Bid - An amount stated in the Bid to be added or subtracted from the amount of the base Bid, if said change in the scope of work, method of construction and/or materials is accepted by the City.
6. SOW – Scope of Work
7. Selected Vendor/Contractor - The Bidder(s) receiving formal notice of acceptance of its/his/her Bid(s) and duly served by an agent of the City duly authorized to give such notice.

SECTION 5 GENERAL CONDITIONS

1. **RIGHTS OF ACCEPTANCE OR REJECTION.** **The City of Wixom reserves the right to reject all Bids in its sole discretion. The City of Wixom reserves the right to reject any/all Bids which are not submitted on and/or supported by a bill of materials. The City of Wixom reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom.**
2. **QUALIFICATION OF BIDDERS.** To assure the City of the quality of workmanship, materials, products and/or services, the City will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in in this RFP. Each Bidder, by submitting a Bid, represents that:
 - a. The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.
 - b. The Bidder will attend the pre-bid meeting and walk-through to familiarize itself/himself/herself with the local conditions under which the work is to be performed.
 - c. The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the City.
3. **VARIANCE AND PRICE.** Any variance from the specifications of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price.
4. **MANUFACTURER(S) SUBSTITUTIONS.** Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the City and approved by an authorized City representative prior to placing the order for said products and/or services. The City reserves the right to refuse any and/or all manufacturer(s) substituted products and/or services.
5. **REMOVAL AND DISPOSAL OF MATERIALS.** The selected vendor/contractor is responsible for the safe disposal of all items being covered in the RFP. Said disposal shall be in compliance with any EPA guidelines, and be completed with generally accepted safe disposal guidelines.
6. **CLEAN-UP.** The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials caused by the work, and upon completing the work, must remove all work-related rubbish from and about the building(s) and fill, mulch and seed the site to restore it to a buildable lot, as previously outlined. They must leave the work area broom clean, or its equivalent. In the case of a dispute, the City may remove the rubbish and charge the cost to the selected vendor/contractor.
7. **ADDENDA.** Any clarifications or modifications to the specifications for the RFP will be issued by the City in the form of an addendum. Any addendum issued during the bidding period will be posted on MITN.
 1. No verbal statements by the City will be considered as binding or enforceable against the City.
 2. No requests for clarifications or modifications will be processed after the closing date as posted in Section 2: Timeline Requirements.
8. **FEDERAL, STATE AND LOCAL TAXES.** All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes, and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The City reserves the right to require evidence of such tax payments prior to final payment of the contract

9. PROJECT IMPLEMENTATION. The selected vendor/contractor shall have sufficient resources to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements contained in Section 5.
10. NO DISCRIMINATION. The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment to be employed in the performance of the Bid with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.
11. NO SMOKING POLICY. The City adheres to a mandatory no smoking policy on City premises and/or at City functions. All Bidders shall comply with this no smoking policy.
12. PRODUCTS AND SERVICES SPECIFICATIONS. It is the intent of the specifications in Section 7 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer who regularly advertises, promotes, and distributes products and services to local governments.
13. CANCELLATIONS. The City reserves the right of cancellation for non-performance of the terms specified in the awarded contract.
14. WITHDRAWAL OF BIDS. Upon presentation of proper identification, any Bidder may withdraw its/his/her Bid at any time prior to the scheduled Bid opening date and time as stated in Section 2. No Bid shall be withdrawn for a period of ninety (90) days after the Bid opening date and time.
15. VALUATIONS. Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the City, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the City.
 1. It is the intent of the City to award the contract to the Bidder submitting the "best" cost-effective Bid for the project, provided the Bid has been properly submitted and delivered, includes all required documentation herewith, and is considered reasonable in price.
 2. Price is a primary factor, but the City will consider other factors to determine the most successful Bid; technical experience, local service and support, and experience in municipal environments are used to perform the City's Bid evaluations, among other considerations.
 3. The City of Wixom will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.
16. NOTICE OF AWARD. The Bidder will be deemed as having been awarded the Bid when the formal notice of acceptance of its/his/her Bid has been approved by the Council of the City of Wixom, and subsequent notice has been duly served upon the intended awardees by an officer(s) or agent(s) of the City duly authorized to give such notice.
17. SAFETY PLAN. The Bidder shall have a safety plan for their employees on the worksite that meet all requirements designated in the MIOSHA Safety Standards.

SECTION 6 AWARDED CONTRACT REQUIREMENTS

- A. **CONTRACT EXECUTION.** The Bidder shall render, deliver and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be signed and dated by both the City and the awarded vendor/contractor prior to the start of any work.
- B. **CHANGES TO SCOPE OF WORK.** The City, without invalidating the contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, with the contract sum and the project implementation schedule being adjusted accordingly. All said changes in the SOW shall be authorized by written change order(s) signed by the City and executed under applicable conditions of contract documents.
1. The contract sum and the contract time may be changed only in writing.
 2. The cost or credit to the City from all change order(s) shall be determined by mutual, written agreement.
 3. The City will not pay invoices for work performed by verbal authorization.
- C. **PERFORMANCE BOND REQUIREMENTS.** The Bidder shall furnish a performance bond covering the faithful performance of the awarded contract and a labor and material payment bond in the total amount of the Bid in such form and with such sureties as the City shall approve. If the selected vendor/contractor defaults, neglects or fails to perform any provisions of the awarded contract, the City may, at its discretion, and after seven (7) days' written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default. (Note: It is the City of Wixom Attorney's preference that the bidders provide financial assurance in the form of cash, certified check, or an automatically renewing irrevocable letter of credit.)
1. The selected vendor/contractor shall provide and maintain in force a bond with surety, and on forms approved by the City, in the amount of one hundred percent (100%) of the contract amount, that the selected vendor/contractor shall promptly and faithfully perform all obligations under the contract as awarded.
 2. The selected vendor/contractor shall provide and maintain, in force, a bond with surety, and on forms approved by the City, that the selected vendor/contractor shall make payment to claimant for all labor and material used or reasonably required for use in the performance of the awarded contract.
 3. The final Bid price may not include costs to secure or hold performance or Bid bonds.
- D. **TERMINATION OF AWARDED CONTRACTS.** If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract, and/or fails to perform any provision of the awarded contract, the City may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the City.

SELECTED VENDOR/CONTRACTOR PERFORMANCE. The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, Section 4, and the Timeline Requirements, Section 5.

The selected vendor/contractor shall also:

1. Provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
2. Coordinate with the City and Road Commission for Oakland County (RCOC) for any/all right-of-way and ingress/egress items that may be impacted by the demolition process.
3. At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
4. Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
5. Be responsible for the acts and omissions of all employees and all subcontractors, if any, their agents and employees, and all other persons performing any of the work under a contract with the selected vendor/contractor.
6. The Contractor shall confine his operations to the areas within the property lines of the demolition areas. If any additional working space is required in any other location, the Contractor shall make his own arrangements with the owner of the properties, and pay all costs in connection therewith if required.
7. The Contractor shall furnish and maintain all apparatus and equipment, such as ladders, scaffolds, derricks, hoists, etc. as required for the proper execution and progress of the work. Such facilities shall be strong, substantial and safe for the purpose for which they are intended and shall meet all applicable requirements.
8. The work and all public or private property used in connection with the work shall be kept in a neat and orderly condition at all times. Waste materials, rubbish, and debris shall not be allowed to accumulate. Equipment, temporary buildings, and excess materials shall be promptly removed from the site as they become no longer needed for the progress of the work. At the completion of the work, the premises shall be left rake clean.
9. Trucks hauling loose materials from or to the site shall be tight and their loads trimmed to prevent spillage on the public streets. The Contractor shall promptly clean streets dirtied by any cause arising from his operations. Should the Contractor fail to maintain proper street cleanliness, the City will clean such streets and charge all costs therefore to the Contractor.
10. Committing of nuisance on the site is prohibited and any employee who violates such provisions shall be promptly removed from the work and shall not again be employed on the work without the written consent of the City.
11. At the start of work at the site, suitable and adequate toilet facilities shall be provided. The facilities shall be maintained in a sanitary condition, frequently cleaned and disinfected, and shall be promptly removed from the site when directed by the City. Any contaminated soil and material shall be removed and replaced with fresh, clean material and the site left in a clean sanitary condition.
12. Whenever existing facilities of any utility may be affected by the demolition, before any work is started, the Contractor shall arrange with each such utility to meet with its representative at the site in the presence of the City as may be deemed necessary by the City.
13. The contractor shall request utility staking through Miss Dig, 1-800-482-7171 and verify all locations and elevations of existing utilities before commencing work. The contractor must also submit written wrecking clearances from all utility companies that have provided service to the property (Consumers Energy, Detroit Edison, etc.).
14. The removal and/or abandonment of any water service and sanitary sewer line shall comply with the standard specifications established by the City of Wixom, Department of Public Services. These services are to be properly abandoned at the property line. It shall be the contractor's responsibility to schedule the appropriate inspections with the City's operating agent, F & V Operations at 248-960-0870 (72 hour notice required). This inspection must occur and be approved by F & V Operations in written form prior to final plan/permit approval for demolition.

15. Abandonment of a well and/or septic tank shall be in accordance with the procedures set forth by Oakland County Health Department. The contractor shall be responsible for scheduling inspections with their office. For additional information call 248-424-7190. This inspection must occur and be approved by their office in written form prior to final plan/permit approval for demolition.
 16. Prior to the start of any work, the contractor shall obtain a demolition permit (at no charge) from the Building Department. Additionally, the contractor must be licensed by the State of Michigan and registered with the City. City registration information is available from the Building Department.
- E. **SUBCONTRACTOR PERFORMANCE.** A subcontractor is a person, firm, company or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the City to complete the SOW, Section 4. The selected Bidder shall furnish to the City, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the City objects, and may withdraw their Bid or submit an acceptable substitute.
- F. **SUPPLEMENTAL INFORMATION REQUESTS.** The Bidder shall be prepared to provide the City, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. The City may request all Bidders to also submit, within ten (10) days of being notified, the following:
1. The Bidder's performance record(s).
 2. An itemized list of the Bidder's equipment, plant and personnel.
 3. A description of any project which the Bidder has completed in a satisfactory manner.
 4. Any additional information that will satisfy the City that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
 5. A description of any other project(s) that will be performed simultaneously with the City's project.
 6. A statement regarding any past, present or pending litigation for contracted products and service
- G. **INSPECTIONS.** The City and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.
1. Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the City's designated authorized representative.
 2. All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.
- H. **GUARANTEES.** The selected vendor(s)/contractor(s) must furnish the City a written guarantee of the services and/or products provided to the City for, at least, one (1) year after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the City within the one (1) year period must be corrected or replaced within thirty (30) days of notice.

- I. **INVOICE/PAYMENT REQUIREMENTS.** Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the City, If applicable.
1. The selected vendor/contractor will submit proof of performance by submitting to the City, in both paper and electronic copy, certification testing results.
 2. When applying for payments, the selected vendor/contractor shall submit to the City an itemized invoice based upon the installation schedule and supporting documentation required herein.
 3. The project shall be considered complete when the SOW has been completed, accepted by the City and the following items are furnished: a) required guarantees and b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
 4. Payment may be withheld by the City for: a) defective work not remedied; b) claims filed and unresolved; c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to subcontractors; and/or d) damages to the City or another contractor.
 5. The Contractor must provide a form W9 to the City's Finance Department to be added as a vendor for payment.
- J. **AHDERENCE TO TIMELINE.** The contractor is expected to substantially complete the demolition at each property by the estimated date of completion, unless otherwise agreed upon by the City. Should the contractor fail to do so, liquidated damages may ensue.
- K. **CORRECTION OF WORK.** The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defect is due to faulty materials, equipment or workmanship which appear within a period of one (1) year from the date of completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any subcontractors.
- L. **RIGHT TO REJECT OR STOP THE WORK.** The City may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the City may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.
- M. **INDEMNIFICATION.** The selected vendor/contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the contract.
- N. **FORCE MAJEURE.** Except for the City's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.
- O. **LIABILITY REQUIREMENTS.** The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the contract. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, 1) all employees on the project and other persons who may be affected thereby; 2) all the SOW and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto

1. The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
 2. All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the City.
- P. **INSURANCE REQUIREMENTS.** No work connected with this project may start until the selected vendor/contractor has obtained the insurance coverage as required in Appendix C (Attach insurance certificates to the RFP). Such insurance shall be kept in effect 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 Wixom. The requirements listed in Appendix C should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retention are the responsibility of the Contractor.
- Q. **TERMINATION.** The contract may be terminated at any time by the City, for any or no reason, upon written notice delivered at least fifteen (15) days prior to termination. In the event the City terminates the contract as provided by this paragraph:
1. Unless directed otherwise by the City, vendor/contractor shall continue performing work and the required services under this agreement up to the day of termination; and
 2. All finished or unfinished documents and information related to work in progress shall be delivered by vendor/contractor to the City and shall become the property of the City; and
 3. Vendor/contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid services and reimbursable expenses performed prior to vendor/contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by this section. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill or other form of statement of charges owing to vendor/contractor shall be submitted to or accepted by the City.
- R. **MISCELLANEOUS CONTRACT PROVISIONS.** The awarded contract will be governed by the laws of the State of Michigan. Venue for any claims or litigation regarding this contract shall be in Oakland County Circuit Court or the Federal District Court, Eastern Division. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized City representative.

SECTION 6 PRODUCTS AND SERVICES SPECIFICATIONS

(Not Applicable)

SECTION 7 SYSTEM DOCUMENTATION & WARRANTY

(Not Applicable)

Appendix A - Bid Signature Page & Bill of Materials

City of Wixom

**REQUEST FOR BUILDING DEMOLITION, REMOVAL AND SITE RESTORATION
117, 119, 121, & 125 N. Wixom Road, WIXOM, MI 48393**

Company name: _____

Address: _____

Building Name	Address	Estimated Date of Completion	Total Cost of Demolition
Vacant Residential House	117 N. Wixom Road		
Former Insurance Office	119 N. Wixom Road		
Former Hair Salon	121 N. Wixom		
Former Commercial Space	125 N. Wixom		
Total Proposed Bid for Demolition & Restoration			

Proposal price for the demolition, removal and site restoration for structures, sidewalks, land and property located at 117, 119, 121, & 125 N. Wixom Road, Wixom, Michigan. This work will include removal and disposal of multiple structures located on the premises and removal of all contents within any of the buildings and the removal and disposal of miscellaneous site junk and debris as described in the SOW.

The Bidder, in compliance with the RFP and having carefully examined the bidding documents, proposes to furnish equipment and services as are necessary to perform all the work stated in accordance with the contract documents for the Bid. The undersigned understands that the City of Wixom reserves the right to accept or reject, in whole or in part, any and all proposals, to waive informalities and irregularities therein, to award the contract to other than the lowest Bidder. The City of Wixom reserves the right to award the contract to one or more contractors if it is in the best interest of the City. The undersigned submits this proposal in accordance with the terms and conditions of the RFP and hereby affixes authorized signatures representing:

Signature

Date

Printed Name

Title

Company Name

Phone Number

Address, City, State, Zip

Appendix B - Qualifications Questionnaire

The vendor/contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Company: _____

Address: _____

City, State Zip: _____

Telephone: _____

Website: _____

Agent's Name (please print): _____

Agent's Title: _____

Email Address: _____ Cell Phone Number: _____

1. Organizational structure (Corporation, Partnership, etc.): _____
2. Has any officer or partner of this organization owner or operated a company that declared bankruptcy during the last 10 years? No _____ Yes _____ When: _____
3. How many years has your organization been in business under its present name? _____
4. Under what other or former names has your organization operated?

5. How many full-time employees? _____ Part-time? _____
Address of your local facility? _____
6. List the scope of services (type of work) you are able to perform

7. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

8. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide company name.

9. References: Provide at least three (3) references of recent contracts comparable in scope to this RFP, one (1) of which must be a municipality or local government, for work performed within the past three (3) years. Use an additional sheet if you have more references to provide.

Company Name
Company Address
Contact Name
Length of Contract
Type of Services Provided

Phone Number

Company Name
Company Address
Contact Name
Length of Contract
Type of Services Provided

Phone Number

Company Name
Company Address
Contact Name
Length of Contract
Type of Services Provided

Phone Number

10. Provide any additional information you would like to include which may not be included within this questionnaire:

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: _____

Representative's Name (Please Print): _____

Date: _____

Appendix C - Contractor Insurance Addendum

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this addendum, 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 Wixom. 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 coverage:

- **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- **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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion.
- **Pollution Liability** with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage, including, but not limited to, the collection, transportation, storage, and removal of all hazardous material
- **Automobile Liability** including Michigan No-Fault Coverages, 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, non-owned vehicles, and all hired vehicles.
- **Additional Insured:** Commercial General Liability, Automobile Liability, and Pollution Liability as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Wixom, 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 that by naming the City of Wixom as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wixom may have in effect shall be considered secondary and/or excess.
- **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Wixom, City Manager, 49045 Pontiac Trail, Wixom, Michigan 48393.
- **Proof of Insurance Coverage:** The Contractor shall provide the City of Wixom, at the time the contracts are returned by it/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 Wixom at least ten (10) days prior to expiration.

Addendum No.1

REQUEST FOR PROPOSALS - BUILDING DEMOLITION, REMOVAL AND SITE RESTORATION

117, 119, 121 & 125 N. WIXOM ROAD, WIXOM, MI 48393

ISSUED: April 1, 2024

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. The Proposer shall acknowledge the receipt of this Addendum by signing below, including this with their proposals. Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading.

DUE DATE:

Proposals will be accepted by the City Clerk, City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 until ~~Monday, April 15, 2024~~ **Monday, April 29, 2024** at 10:00 AM.

INTRODUCTION & SCOPE OF WORK

A. Phase I Environmental Assessments have been conducted for each of the properties, and no Asbestos-containing materials or other hazardous materials were found (including drywall system and floor tile), vermiculite or lead-based paint were found. **A Pre-Demolition Asbestos and Hazardous Materials Survey is being completed by the City's environmental consultant, and will be made available to prospective bidders after April 15, 2024. However, should any unknown contaminants be found, prospective bidders should include proposals to remove those contaminants must be removed by by a licensed abatement contractor with appropriate notification, properly disposed of and documented, and reports submitted to regulating agencies with all work to be in compliance with federal, state and local requirements. Copies of the Phase I Environmental Assessments will be provided upon request, along with the Pre-Demolition Asbestos and Hazardous Materials Survey.**

RECEIVED AND ACKNOWLEDGED BY:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Addendum No.2

REQUEST FOR PROPOSALS - BUILDING DEMOLITION, REMOVAL AND SITE RESTORATION

117, 119, 121 & 125 N. WIXOM ROAD, WIXOM, MI 48393

ISSUED: April 1, 2024

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. The Proposer shall acknowledge the receipt of this Addendum by signing below, including this with their proposals. Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given within each heading.

Pre-Bid Questions & Answers

- **Pre-Demolition Asbestos and Hazardous Materials Survey**
 - The City's environmental consultant is scheduled to complete a Pre-Demolition Asbestos and Hazardous Materials Survey by April 15th, 2024. Due to this schedule change, **the City has moved the date to accept proposals and the bid opening to Monday, April 29th at 10:00 AM. This is announced via Addendum No. 1.** This will allow prospective bidders to see the results of the Pre-Demolition Asbestos and Hazardous Materials Survey prior to submitting bids.

- **Fencing/Screening During Demolition**
 - The contractor is expected to mark and section off the demolition area with a temporary fence and/or barricades to ensure the safety of the public, especially if any hazards are present. Snow fence is acceptable, and the contractor will be required to keep the site as safe and in as presentable a condition as possible.

- **Dust Mitigation During Demolition**
 - The City expects the selected vendor to keep airborne dust and debris to an absolute minimum during demolition, most likely via spraying water over the area during demolition and moving of site debris. The selected vendor should have the ability to bring a water-truck onsite daily to water down the area, and include such in their proposal to the City. The City is able to provide water at no cost to the selected vendor via an outlet at our Public Works Facility at 2041 Charms Road, Wixom, MI 48393

- **Is the SESC permit and measures to be handled by City or contractor?**
 - This should be handled by the contractor. WRC fees may apply.

- **Are there any known trees that need to remain and be protected within the work boundary?**
 - No

- **The specs state clean fill however it was discussed on site to use sand. Just want to confirm in writing that we should bid for sand backfill.**
 - The selected vendor shall include the removal of all basement structures, as well as filling and fine grading the entire site with a 3" layer of topsoil, MDOT Class A grass seed and mulch such that site is completely vegetated. For the fill in the basement, sand or other clean fill is acceptable, with compaction in 12-inch lifts. The intent of the site is redevelopment, and the City's goal is to provide a clean site that is as close to a "greenfield" as possible.

- **It was discussed that there was 1 active well on site that serviced 2 buildings, can you please confirm addresses for those?**
 - The address for the active well is 121 N. Wixom, and is located behind the buildings. See the Phase I Environmental Assessments for additional information.

- **Utility disconnects will be handled by the city as discussed on site, correct?**
 - The City has contacted DTE, and all electrical services and meters are scheduled to be removed from all subject sites prior to demolition. The City will ensure this is completed.
 - The City has contacted Consumers, and all-natural gas services and meters are scheduled to be removed from all subject sites prior to demolition. The City will ensure this is completed.
 - The City has already disconnected and ceased service for the water service, with the exception of the one existing well that will need to be capped and taken out of service by the contractor.

- **Are all sidewalks and pavers removed in front of buildings being demolished? Does the asphalt parking lot approach remain?**
 - Yes, all sidewalks and pavers are to be removed in front of buildings being demolished.
 - Yes, the asphalt parking lot approach remains, but the rest of the asphalt parking lot is to be removed

- **If sidewalks are removed, is sidewalk replacement required as part of this scope of work?**
 - No, the sidewalk doesn't need to be replaced. The City will address that via a later and larger project.

- **It was noted that there was a well observed during the site walk. Is proper well abandonment and plugging by owner? Are all the buildings supplied with water via well?**
 - It is expected that the selected vendor is to handle the well abandonment on behalf of the City, with assistance as needed.

- No, only one building was supplied by well water. The other were supplied by City service.
- **The bid form pricing is broken out by each address. Is the intent to award as a complete package to one bidder? How does the City expect to see pricing for items outside of the buildings themselves (i.e. pavement, sidewalks, gravel, backfill, site restoration, etc.)?**
 - The intent is to award as a complete package to one bidder. The City does not expect to see pricing for items outside of the buildings themselves individually, although those exterior costs should be rolled into the price for the whole project.
- **Can the overall work boundary be provided?**
 - See below. The paved trail is to remain in place



- **Are the buildings serviced by municipal sewer or are there any septic systems that need to be abandoned / removed?**
 - The buildings are all serviced by municipal sewer. There are no known septic systems to be removed.

RECEIVED AND ACKNOWLEDGED BY:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____