

SUBJECT: Approval of a contract with Thomas Trucking Services for the demolition and removal of the structures located at 43755 and 43707 Grand River for a total cost not to exceed \$55,000.00 and amend the budget accordingly subject to final approval of the City Manager and City Attorney.

SUBMITTING DEPARTMENT: Community Development

EXPENDITURE REQUIRED	\$55,000
AMOUNT BUDGETED	\$0
APPROPRIATION REQUIRED	\$55,000
LINE ITEM NUMBER	Expense 101-210.00-971.000

BACKGROUND INFORMATION: The City previously purchased the properties to allow construction of the remainder of the southwest quadrant of the Grand River and Novi Road ring road. Both the former Country Building Supply and Lee BeGole house are functionally obsolete as well as near the future road right of way and physical improvements. The BeGole structure was offered for relocation. Several individuals requested information but ultimately no party came forward to commit to relocation. Per the conditions of the purchase agreement the estate has then entered and roved remaining interior trim. Pre-Demolition Hazardous Material surveys have been completed for both structures. The bid documents require abatement and disposal by appropriately licensed entities and landfill are included in the bids.

A total of 10 complete bid packages were received and Thomas Trucking Services was the lowest qualified bidder. The work is anticipated to be complete within 45 days of electrical and gas utility terminations.

RECOMMENDED ACTION:

Approval of a contract with Thomas Trucking Services for the demolition and removal of the structures located at 43755 and 43707 Grand River for a total cost not to exceed \$55,000.00 and amend the budget accordingly subject to final approval of the City Manager and City Attorney.

**CITY OF NOVI
 DEMOLITION OF BUILDINGS AND IMPROVEMENTS AT 43755 & 43707 GRAND RIVER
 BID TABULATION
 THURSDAY MARCH 10, 2:00 PM**

This tabulation reflects submittal data by the following companies. However, they have not been evaluated for accuracy of information. Final decision for award will be determined once the evaluation has been completed.

Company	Thomas Trucking Services	Universal Consolidated Enterprises	Oakwood Building Co.	Inner City Contracting	Vin-Con	Adams Group	TSP Environmental	Asbestos Abatement, Inc.	Blue Star	Taplin Enterprises
Lump Sum	\$55,000.00	\$56,669.00	\$62,962.00	\$69,600.00	\$74,355.00	\$80,075.00	\$84,003.00	\$86,949.00	\$97,800.00	\$307,203.64
Potential Additional Services										
1. Fuel tank pumping & removal	\$ 7,000.00	\$ 2,500.00	\$300.00 per tank	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 2,400.00	\$ 1,800.00	\$ 4,500.00	\$ 7,603.71
2. Contaminated soil removal per cy	\$ 100.00	\$ 38.00	\$ 30.00	\$ 45.00	\$ 42.00	n/a	\$ 40.00	\$25-\$200 depending on contamination	\$ 48.00	\$ 45.56
3. Soil borings (each)	\$ 1,500.00	\$ 1,900.00	\$2,500 for first, \$300 ea. Addtl.	\$ 5,500.00	\$ 1,500.00	n/a	\$ 650.00	\$6,950 in conjunction w/ item 4. \$2,000 addtl.	n/a	\$3,088.52 \$2,249.50 addtl borings (2 ea)
4. Two (2) hour monitoring wells with water sample	\$ 600.00	\$ 8,900.00	\$ 3,800.00	\$ 7,700.00	\$ 4,400.00	n/a	\$ 4,800.00	\$6,950 in conjunction w/ item 3	n/a	\$ 3,652.54
5. Soil erosion permit & soil erosion control (if required)	\$ 5,000.00	\$ 2,200.00	\$835 + \$3/LF Class 1 permits	\$ 4,500.00	\$ 5,800.00	\$ 4,000.00	\$ 2,500.00	\$ 1,700.00	\$4,500 (allowance)	\$ 5,035.13
6. Septic tank pump/fill (if required)	\$ 1,500.00	\$ 2,000.00	\$ 400.00	\$ 2,000.00	\$ 2,100.00	\$ 1,000.00	\$ 500.00	\$ 800.00	\$ 1,000.00	\$ 7,933.32
Acknowledged Addenda	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
EXCEPTIONS			SEP & SEC class 2 thru 5 upto \$4,125 +\$3/LF. Inlet/catchbasin filters \$200 ea.					Compaction testing not included in bid.Topsoil for area where buridings are removed.		



CITY OF NOVI

DEMOLITION OF BUILDINGS AND IMPROVEMENTS AT 43755 AND 43707 GRAND RIVER

ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum are two pages of written bid clarifications and questions and the pre-bid meeting sign-in sheet.

CLARIFICATIONS:

- **Item K, pg. 10:** Contractor shall backfill basement/foundation removal area for 43707 Grand River with clean, debris-free uncontaminated sand in maximum 24" lifts and compacted to 95% and suitable for future building construction with compaction testing required and at expense of contractor. Provide certification of fill sand prior to start of work.

QUESTIONS:

1. While no tank is anticipated, can you provide a size and anticipated contents to provide bidders with an even field for bidding?
A: 500 gallons, heating oil
2. The number and depth of the soil borings is necessary. Specialized equipment will have to be mobilized to conduct the soil borings. If there is only one boring, the entire cost of mobilization will be borne by the single boring. However, if there are multiple borings, the mobilization costs can be spread across those other borings.
A: Please price initial (2) borings and additional borings (ea).
3. Will split-spoon samples be required? If so, continuous or at intervals (e.g., every 5 feet).
A: Yes, every 5 feet.

4. Will there be any soil samples required and analytical testing? If so, the number and analytical parameters will be needed.
A: Testing for presence of hydrocarbons (heating oil/diesel fuel/gasoline)

5. Monitoring Wells:
What is the depth to groundwater? **A: Unknown**
What diameter is required? **A: 2" minimum**
What screen length? **A: 10 feet**
Should screen straddle the water table? **A: Yes**
What are the analytical parameters for the groundwater samples?
A: Presence of hydrocarbons (heating oil/diesel fuel/gasoline)
Will more than one groundwater sample be required from each well?
A: No

Tracey Marzonie
Purchasing Department

Notice dated: March 4, 2022

CITY OF NOVI
SIGN-IN SHEET FOR MANDATORY PRE-BID MEETING FOR
DEMOLITION OF BUILDINGS AND IMPROVEMENTS AT
43755 AND 43707 GRAND RIVER

Pre-bid meeting 2/24/22 10:00 am
Bids due 3/10/22 2:00 pm

Representative Name	Company Name	Phone Number
ALBERTO HERNANDEZ	ENTERPRISES UNIVERSO CONSOLIDATED	586-248-2250
MIKE GUSTAFSON	AAI	517-323-0092
LANCE LIPKA	TSP	517-316-5227
KRIS HECKMAN	Toplin	269-270-4752
GREG THOMAS	THOMAS	734-3415-937
NICK BUZZI	Construction Simply & Excavating	550-879- 1234
STEVE REED	Ingersoll Contracting	313 688-0317
VINCENT HUNTER	VIN-COP INC	313 356-7000
ADAM RANDERS	Adams Group	248-990-5207
ROBERT BARBIER	Blue Star	586-335-7585
IGNAZIO BALSARINO	Oakwood	586-709-0714

Please provide at least three (3) verifiable municipal references for similar work done within the last 3 years.

Municipality City of Jackson
Address 161 W. Michigan Ave Jackson MI 49201
Phone 517-788-4020 Contact name Brian Taylor

Municipality City of Westland
Address 36300 Warren, Westland MI
Phone 734-713-3888 Contact name Roger Shifflett

Municipality Van Buren Public Schools
Address 555 W. Columbia Ave Belleville MI 48111
Phone 734-787-7597 Contact name James

Non-Iran Linked Business

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

Company (Legal Registration) Thomas Trucking Service, Inc

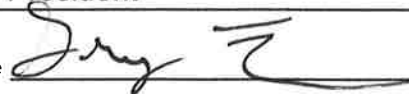
Address 27409 Weddel

City Brownstown State MI Zip 48183

Telephone 734-341-5937 Fax _____

Representative's Name (please print) Greg Thomas

Representative's Title Vice President

Representative's Signature 

E-mail thomastruckingservice5260@yahoo.com

Date 3-8-2022

P281111

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
M&A Company License

Classifications:
House Wrecking (R)

THOMAS TRUCKING SERVICES, INC
27409 WEDDEL AVE
BROWNSTOWN, MI 48183

Qualifying Officer:
Brent Gregory Thomas
Qualifying Officer #
252000012

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
272000020

Expiration Date:
05/31/2023

This document is duly issued
under the laws of the State of
Michigan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Tara Oliveres PHONE (A/C, No, Ext): (248) 828-3377 E-MAIL ADDRESS: toloveres@vtcins.com		FAX (A/C, No): (248) 828-3741
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Thomas Trucking Services Inc 27409 Weddel Ave Brownstown Twp MI 48183	INSURER A: Selective Ins Co of America		12572
	INSURER B: Safety National Casualty Corporation		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 21-22 Master** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S2412286	7/6/2021	7/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	THOMA2C	5/1/2021	4/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Alan Chandler/TOLIVE <i>Alan P. Chandler</i>

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"BUILDING DEMOLITION -43755 AND 43707 GRAND RIVER"

Thomas Trucking Service, Inc

27409 Weddel, Brownstown MI 48183

Greg Thomas-734-341-5937

Rec'd T. Marzonic 3/9/22 3:00pm

City of Novi
Finance Dept.
45175 Ten Mile
Novi MI 48375
3-10 @ 2:00
Finance Dept.



**NOTICE - CITY OF NOVI
INVITATION TO BID**

**DEMOLITION OF BUILDINGS AND
IMPROVEMENTS AT
43755 AND 43707 GRAND RIVER**

The City of Novi will receive sealed bids for **Demolition of Buildings and Improvements located on properties at 43755 and 43707 Grand River** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held **February 24, 2022** promptly at **10:00 A.M.** at 43755 Grand River, Novi, MI 48375.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, March 10, 2022** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

“BUILDING DEMOLITION -43755 AND 43707 GRAND RIVER”

AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Tracey Marzonie
Purchasing Department

Notice Dated: February 15, 2022

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

DEMOLITION OF BUILDINGS AND IMPROVEMENTS 43755 AND 43707 GRAND RIVER

INSTRUCTIONS TO BIDDERS

This bid is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

Bid Issue Date	February 15, 2022
Mandatory Pre-bid Meeting	February 24, 2022 at 10:00 a.m. Location: 1 st 43755 Grand River, Novi, MI 48375 2 nd 43707 Grand River, Novi, MI 48375
Last Date for Questions	Friday, March 4, 2022 by 12 pm Please submit all questions via email to: Tracey Marzonie, Purchasing Manager_ tmarzonie@cityofnovi.org
Response Due Date	Thursday, March 10, 2022 by 2:00 p.m.
Anticipated Award Date	March 28, 2022
Project Completion	No later than 45 days after contract award

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.

MANDATORY PRE-BID MEETING

The mandatory pre-bid meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

BID SUBMITTALS

Provide **one (1)** unbound signed original copy of your bid. Original bid may be clipped but should not be stapled or bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for services.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info .

SUBMISSION OF BID

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of bid. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must be delivered to the Finance Department, on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

GENERAL CONDITIONS

CLEAN UP

The contractor shall keep the work area and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

FREIGHT CHARGES

All bid pricing is to be quoted as F.O.B. destination.

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above , and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

DEMOLITION OF BUILDINGS AND IMPROVEMENTS 43755 AND 43707 GRAND RIVER

SPECIFICATIONS

SCOPE OF SERVICE

The contractor shall perform all work necessary for demolition, disposal, site restoration and stabilization for the existing structures, pavement and improvements located at 43707 and 43755 Grand River, Novi, MI 48375 (parcels 50-22-15-477-012 and 50-22-15-477-006) within the City of Novi, Michigan. There is City sewer and private well at 43707 and City water and sewer at 43755.

Work shall include but not be limited to:

- a. Termination of all public and private utilities. Water and sewer shutoffs will be by contractor in coordination with City of Novi Water and Sewer Division and inspected by City Plumbing Inspector. The City has requested gas and electrical cut offs. The City will contract to have well abandoned, including permit and approval from OCHD.
- b. All work shall take place within Construction activity work hours specified within Section 22-98 of the Novi City Code. All work shall take place Monday – Saturday, 7 am – 7 pm, exclusive of legal holidays. https://library.municode.com/mi/novi/codes/code_of_ordinances
- c. Contractor will be required to make application for and secure a Soil Erosion and Sedimentation Control permit from the City of Novi if required by the activity and site location, configuration, area or scope of work. All erosion control measures must be installed prior to start of work and maintained through satisfactory stabilization of the site. The contractor will be responsible for all permit, inspection, and remediation costs and bonds.
- d. There does not appear to be a septic tank(s) onsite, however should a previously existing tank be discovered the contractor shall address as follows: Septic tank shall be pumped by a licensed hazardous waste contractor, tank(s) collapsed and filled with sand. City of Novi Plumbing inspector must witness tank before and during placement of sand fill. Provide certification of fill sand prior to start of work.
- e. Contractor shall provide application and documentation and secure Demolition Permits from the City of Novi Community Development Department and secure inspection approvals in a timely manner.

Contractor applying for the permit must be a licensed builder or Maintenance and Alteration Contractor, in accordance with PA 299 of the State of Michigan and must register with the City of Novi.

- f. Abatement and proper disposal of all hazardous materials in the structure(s) in accordance with all federal, state and local laws. A hazardous materials survey for each property has been completed and the reports are posted. **See Documents A & B.** Abatement and disposal of all hazardous materials is the responsibility of the demolition contractor and is included in this scope of work. Contractor is responsible for all abatement and disposal and remediation for the site including but not limited to hazardous materials and contaminated soils. Abatement and disposal shall comply with National Emissions Standards for Hazardous Air Pollutants (NESHAP), EPA and DEQ guidelines. Provide documentation supporting proper disposal of all Hazardous Materials.
- g. Demolition and removal of all structures, all foundations and floor slabs, patios, porches, piers and flatwork, concrete and asphalt paving not within the public Right of Way. All fencing not on the property perimeter, debris, chattel, household and business items shall be removed. Use of explosives is not allowed.
- h. The contractor shall remove all debris resulting from the demolition and any other debris included in the scope of work and shall assume responsibility for debris upon commencement of demolition. Debris shall be disposed of in accordance with applicable Federal, State and Local laws. Contractor shall not bury any debris or rubble on the site. The contractor must furnish the City with a manifest from the landfill used for debris disposal. No burning is allowed.
- i. Contractor shall be responsible for protecting adjacent private and public properties and facilities from damage or debris. Contractor shall be responsible to repair damage of any curbs, drives, approaches, sidewalks, hard surfaces paths, structures, landscaping, lawns, irrigation systems or trees on adjacent private and public properties and in the public Right of Way that are damaged by the work. Necessary repairs will be made at the contractor's expense.
- j. The contractor shall provide, erect and maintain barriers and security devices, precautions and dust control as necessary to ensure the safety of all persons at, near or about the worksite and shall comply with all applicable federal, state and local safety laws.
- k. Contractor shall fill all excavations and voids with clean, debris free sand. Fill is to be placed in maximum 24" lifts and compacted to approximately 90% with testing at the option/cost of the City of Novi. All disturbed areas shall be graded to match existing contours, allow future mowing and provide sufficient surface drainage to avoid future standing water without causing a nuisance to adjacent properties. Provide certification of fill

sand prior to start of work.

- l. Contractor shall take necessary measures to protect all fences, landscaping and other improvements on adjacent properties at all times.
- m. All fill and disturbed area shall be stabilized with minimum 3" of clear, well graded topsoil, grass seed and mulch. Provide erosion control blankets on slopes.
- n. The site shall be left in a neat, clean, safe condition. Dirt and/or mud tracked onto public roads and sidewalks shall be removed by the contractor on a daily basis if necessary.
- o. The contractor shall not place advertising signs on the site or adjacent Right of Way. The contractor shall arrange for legal parking for employees and subcontractors and shall make every effort to reduce or eliminate interference with access to adjacent properties.
- p. All standard City of Novi general conditions and insurance requirements shall apply.

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in **Attachment A** is to be provided to the City and remain in force until the project is complete.

PERMITS

Contractor must obtain all necessary permits at contractor's expense. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.



**CITY OF NOVI INSURANCE
REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the

City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



**CITY OF NOVI
BID FORM**

**DEMOLITION OF BUILDINGS AND
IMPROVEMENTS
43755 AND 43707 GRAND RIVER**

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions, specifications, and instructions attached hereto and made a part thereof:

A. DEMOLITION/REMOVAL/DISPOSAL, PER SPECIFICATIONS

Lump Sum \$ _____

B. POTENTIAL ADDITIONAL SERVICES

- | | |
|---|----------|
| 1. Fuel tank pumping & removal | \$ _____ |
| 2. Contaminated soil removal per cubic yard | \$ _____ |
| 3. Soil borings (each) | \$ _____ |
| 4. Two (2) 72 hour monitoring wells with water sample | \$ _____ |
| 5. Soil erosion permit & soil erosion control (if required) | \$ _____ |
| 6. Septic tank pumping/fill (if required) | \$ _____ |

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

Exceptions to specifications (all exceptions must be indicated here):

Comments: _____

Please provide at least three (3) verifiable municipal references for similar work done within the last 3 years.

Municipality _____

Address _____

Phone _____ Contact name _____

Municipality _____

Address _____

Phone _____ Contact name _____

Municipality _____

Address _____

Phone _____ Contact name _____

Non-Iran Linked Business

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name (please print) _____

Representative's Title _____

Representative's Signature _____

E-mail _____

Date _____

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment for demolition and removal of the structures located
at 43755 and 43707 Grand River is authorized:

	INCREASE (DECREASE)
General Fund	
APPROPRIATIONS	
City Attorney, Insurance, & Claims	
Capital Outlay	55,000
TOTAL APPROPRIATIONS	<u>\$ 55,000</u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ (55,000)</u></u>

I hereby certify that the foregoing is a true and complete copy of a
resolution adopted by the City Council of the City of Novi
at a regular meeting held on April 11, 2022

Cortney Hanson
City Clerk