

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6557

DEMOLITION OF STRUCTURES LOCATED AT 4133 WASHTENAW AVENUE (FORMER 14A-1 DISTRICT COURT AND SURROUNDING STRUCTURES)

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48104

Robert G. Devault, C.P.M
Purchasing Manager
(734-222-6760)





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6557

July 19, 2010

Washtenaw County Purchasing Division on behalf of the Facilities Management is issuing a Sealed Request for Proposal (RFP) #6557 for the demolition of the old court facility and surrounding structures located at 4133 Washtenaw Avenue, Ann Arbor (former 14A-1 District Court structure.)

Sealed Proposals: Vendor will deliver **one (1) original and three (3) copies** of the bid proposal to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

By 1:00 p.m. on Thursday, August 12, 2010

A mandatory pre-bid meeting and site walk scheduled for August 5, 2010 at 10 am at the former 14A-1 District Court Structure located at 4133 Washtenaw Avenue shall be attended by all Vendors who will be submitting bids.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany the bid. The successful bidder will be required to furnish satisfactory insurance in the amounts specified in the contract documents incorporated in section VI. Standard Provisions for Contracts and satisfactory Performance and Payment Bonds in the amount of 100% of the contract price.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6557**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. DeVault, C.P.M. at 734-222-6760 or devaultb@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Jason Fee at 734-260-1449 or feej@ewashtenaw.org or Tammy Richards 734-222-6737 or richardt@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions	“Bidder”	An individual or business submitting a bid to Washtenaw County
	“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
	“County”	Washtenaw County in Michigan

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **One(1) original and three (3) copies** must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

III. PROPOSAL SPECIFICS

A. GENERAL

I. Purpose of Proposal:

The Washtenaw County Facilities Management on behalf of the Public Safety & Justice Oversight Committee are soliciting demolition services for the building that formerly housed the 14A-1 District Court located at 4133 Washtenaw Avenue, Ann Arbor. (See ATTACHMENT A – Site Plan).

IV. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

1. Bidder's Qualifications, years of experience. Describe experience in providing the level and type of service specified in the proposal (**Attach as Attachment B - Qualifications**).
2. At least three (3) references covering similar services. Include company name, contact name, phone number. (**Attach as Attachment C - References**)
3. Bidder must sign and comply with Proposal & Contract Security Requirements as outlined in Attachment C. (**Attachment D - Proposal security requirements.**)
4. The Bidder must attend the mandatory walk-through scheduled for August 5, 2010 due to project schedule, alternate dates and times will not be available. A complete environmental assessment report will be provided at the time of walk through.
5. The Bidder shall be responsible to perform all work reasonably interpreted in the scope of work in accordance with the plans and specifications generally outlined in the scope of work.
6. Scope of Work includes (furnish and install u.n.o.):
 - a. Include all cutting and capping of existing utilities. Coordinate work with utility company's and local municipalities as required.
 - b. Provide noise control within the applicable ordinances and/or obtain variance for compliance. Provide vibration control if necessary.
 - c. Include all building demolition in its entirety including removal of all foundations, slabs at all levels, above and below grade structures, and all interior construction.
 - d. Include all site demolition in its entirety including removal of all items as noted on the plan. (Attachment A)
 - e. Perform all filling and compacting necessary to establish the new elevations level with surrounding area. Provide comparable native soils for any fill required.
 - f. All lawn areas affected by the work of this bid to be restored upon completion of the project.
 - g. Include importing 4" of screened topsoil to be placed over all areas affected by the work under this contract.
 - h. Include all hydro-seeding (see, fertilizer, and mulch included).
 - i. All refrigerants are to be reclaimed prior to any HVAC unit removal.

- j. All light bulbs and ballasts to be removed shall be disposed of properly.
- k. The existing building drawings can be viewed upon request.
- l. Procure and pay for any permits required for the demolition work and for disposal of all resulting debris. Please be advised that this bidder must make the required environmental application to the State of Michigan 10 days prior to the start of the demolition work, provide Washtenaw County a copy of the application and the permit.
- m. Provide a pre-condition survey including photos of all adjoining properties and existing construction prior to commencement of the demolition work. This bidder shall take all precautions to protect all adjoining properties and construction to remain.
- n. Include all required pre-construction surveys, assessments, etc, as required per MIOSHA and specifications.
- o. A complete environmental assessment report will be available at the mandatory pre-bid walk-through. **Include** the removal of any of these items (ie. Asbestos, lead, etc) as part of the base bid.
- p. If asbestos is encountered or a material is found that is in question and isn't a part of any of the reports that were provided, the location should be noted and forwarded to the County's Project Manager for testing and removal.
- q. Provide temporary tree and plant protection for areas that will be affected by the work of this contract. This will include orange temporary plastic fencing material (not just caution tape) install at the drip edge of the trees. If this is not practical then the county will make the determination.
- r. Any damage to trees or other vegetation that wasn't authorized will be replaced by the Contractor.
- s. Provide all necessary fire protection for your work per all applicable standards or laws.
- t. Provide and maintain perimeter protection during demolition and hauling of debris as required by MIOSHA.
- u. Include proper disconnect, removal and backfill off all underground structures as shown on the plans. This item is to include any pumping that may be required to perform this work.
- v. Include in the base bid an amount not to exceed \$10,000 (Ten Thousand Dollars) to be used as directed by the County for removal of items from the facility to be turned over to the County or designee. NOTE: Specific items will be pointed out during the mandatory walk through. Bidder should outline the process to remove those items specifically designated. (Attachment E). Contractor will be responsible for any damages.
- w. **Work to be completed no later than September 24, 2010.**

V. PERFORMANCE SCHEDULE

The awarded bidder will return a signed contract upon 5 business days of receipt that includes all required documents outlined in the bid specifications. *NOTE: CUB Memorandum of Understanding must be signed by both parties and provided to the County prior to work beginning.* The VENDOR will complete the work required for the project no later than September 24, 2010.

VI. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected Vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all Vendors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The CONTRACTOR is to report to Manager of Facilities Management and/or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the CONTRACTOR must be dated and bear the CONTRACTOR's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the CONTRACTOR's activities during the term of this contract.

Section 5 - When applicable, the CONTRACTOR will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the CONTRACTOR, the County may review any of the CONTRACTOR's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (DATE) and ends on (DATE).

ARTICLE V- PERSONNEL

Section 1 - The CONTRACTOR will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The CONTRACTOR will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the CONTRACTOR is neither an employee nor an agent of the County for any purpose.

Section 4 – The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the

CONTRACTOR. For purposes of this contract, the term, “offshore” refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The CONTRACTOR will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the CONTRACTOR’s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of CONTRACTOR, any sub-CONTRACTOR, or any employee, agent or representative of the CONTRACTOR or any sub-CONTRACTOR.

ARTICLE VII- INSURANCE REQUIREMENTS

The CONTRACTOR will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insurers and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. CONTRACTOR shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by CONTRACTOR and their inadequate insurance coverage. CONTRACTOR shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the CONTRACTOR until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the CONTRACTOR expires or is canceled during the term of the contract, services and related payments will be suspended. CONTRACTOR shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the **Washtenaw County, Attn: Facilities Management, CR#_____** P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONTRACTOR AND COUNTY

The CONTRACTOR promises that it has no interest which would conflict with the performance of services required by this contract. The CONTRACTOR also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The CONTRACTOR promises that it has not employed or retained any company or person, other than bona fide employees working solely for the CONTRACTOR, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the CONTRACTOR.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The CONTRACTOR will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The CONTRACTOR agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of

the CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES AND CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the signed CUB Agreement is attached as an appendix to this Contract. **(ATTACHMENT F)**

ARTICLE XIII – ASSIGNS AND SUCCESSORS

This contract is binding on the County and the CONTRACTOR, their successors and assigns. Neither the County nor the CONTRACTOR will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 – Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV – EQUAL ACCESS

The CONTRACTOR shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the CONTRACTOR. During the performance of the services, the CONTRACTOR will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the CONTRACTOR must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the CONTRACTOR, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX – CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VII. BID PRICES (Attachment G)

Base Bid: For all items in the scope of work....._____

Above amount spelled out._____

Additional pricing considerations:

<u>Description</u>	<u>Amount</u>	<u>Circle One</u>
Removal of Historical Murals as shown during walk-through	\$_____	ADD/DEDUCT
Holy Water Fountain as shown during walk-through	\$_____	ADD/DEDUCT
Only remove the slab at the storage shed.....	\$_____	DEDUCT

(NOTE that this would be a deduction from the base bid, as the base bid includes the removal of this structure as well as the slab.)

TIME AND LABOR COSTS: Include a copy of the hourly labor rates for Vendor’s trades as ATTACHMENT H.

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____
_____ Date	_____ City State Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ PO Email Address

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

By checking this box we hereby certify that we are a Washtenaw County company as defined in Paragraph II.F. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

ATTACHMENTS

- Attachment A – Site Plan
- Attachment B – Bidder’s Qualifications
- Attachment C – References
- Attachment D – Proposal & Contract Security Requirements
- Attachment E – Process for removing County designated items.
- Attachment F – CUB Memorandum of Understanding
- Attachment G – Pricing
- Attachment H – Trade Labor Rates

I hereby acknowledge that the response submitted includes the attachment and/or acknowledgements.

Signature_____

ATTACHMENT D

Proposal Security Requirements:

- A. Proposal shall be accompanied by bid bond, certified check or cashiers check acceptable to, and payable without condition to owner, in an amount at least equal to five (5%) of bidder's proposal, **including** additive alternates, if any.
- B. Proposal security is required as guarantee that the bidder will enter into a written contract within time outlined in Section V. Performance Schedule, and if successful bidder fails to do so, proposal security will be realized upon or retained by owner.
- C. If bond is given as proposal security, amount of bond may be stated as an amount equal to at least five percent (5%) of proposal, including additive alternates, if any. Proposal bond shall be executed by bidder and by duly qualified surety company.
- D. Proposal security will be retained by owner until a contract has been executed by the contracted bidder. Proposal security of non-awarded bidders will be returned to them within ten (10) days after owner has received signed contract.
- E. It is specifically understood that guarantee above provided shall not be considered as liquidated damages for failure of bidder to execute and deliver contract, nor limit or fix bidders liability to owner for any damages sustained because of failure to executed and deliver required contract.
- F. The successful bidder will be required to furnish satisfactory insurance in the amounts specified in the contract documents incorporated in section VI. Standard Provisions for Contracts and satisfactory Performance and Payment Bonds in the amount of 100% of the contract price.

Signature

ATTACHMENT F

MEMORANDUM OF UNDERSTANDING

I. WORK DISPUTES

In return for the promise made in paragraph III. below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

II. COFFEE BREAKS

There shall be no organized coffee breaks.

III. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (With a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction manager or general Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

IV. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner or Construction Manager

(Representative of Washtenaw County
Skilled Building Trades Council)

(Project Description)

(DATE)

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

- DISTRIBUTION:
 WHITE – Union Copy
 GREEN – Contractor or Construction Manager Copy
 CANARY – Owner Copy
 PINK – CUB Copy
 GOLD – Project Copy