

## **City of Tecumseh**

### **Building Demolition/Disposal and Asbestos Abatement**

Tecumseh Business and Technology Campus Building (Formerly known as the Eaton Farm House)  
5695 East Monroe Road (M- 50) in Tecumseh, MI.

#### **General Instruction**

The City will hire one or more contractors to demolish and dispose of all building materials, including underground footings and walls at the above location. In doing so, the contractor must comply with all state and federal laws associated with asbestos abatement for the demolition process and disposal. The contractor will be responsible for all required state and federal permits and notification. Contractor must be properly trained and licensed for asbestos handling. The City may identify components of the building that will be salvaged by the city, and at no cost to the City.

#### **Project Schedule:**

May 6, 2009 – RFP available

May 7, 2009 – Local Advertisement

May 27, 2009 – Bids Due

June 6, 2009 – Bid Award

July 3, 2009 – Demolition Completion Date

#### **Contact Names:**

Bidding Requirements – Laura Caterina, City Clerk, 517 423-2107, ext 112

Specifications – Kevin Welch, City Manager, 517 424-6555

#### **Proposal Options:**

The City of Tecumseh will consider two alternatives:

1. Demolition and Asbestos Abatement and Disposal of all materials
2. Asbestos Abatement and disposal only. The City of Tecumseh would demolish and dispose of the remainder of the building.

#### **General Requirements:**

1. Work must comply with all State and Federal requirements resulting from the Asbestos Assessment conducted by SME on February 27, 2009 (Attachment A). This includes training, licensing and notification of demolition on behalf of the City of Tecumseh.

2. Demolition of all materials from the site, including any underground structure(s) attached to the building.
3. Hauling all material to an appropriate landfill.

### **Instruction to Bidders**

Work to be done under this Contract is generally described through the specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in the City of Tecumseh.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the building in which the work is to be performed. Access to the site shall be by appointment.

### **Proposals**

Proposals shall be submitted on the "Bid Forms" provided. Sealed Bids will be received by the office of the City Clerk, 309 E. Chicago Boulevard, Tecumseh, MI 49286, on or before 2:00 p.m., May 27<sup>th</sup>, 2009, promptly after which proposals will be publicly opened and read aloud. Each Bid proposal must be enclosed in a sealed envelope, and indicated as TBTC Demolition.

The City of Tecumseh intends to award a Contract(s) to the lowest responsible Bidder(s). The City of Tecumseh reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City of Tecumseh believes to be in its best interest.

### **Bid Security**

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

### **Performance bond**

Successful bidder will be required to provide a performance bond or surety bond in an amount equal to the total project cost.

### **Withdrawal of Bids**

After the time of opening, no bid may be withdrawn for a period of 45 days, as specified in the Advertisement.

**Contract Time**

Time is of the essence in the performance of the work under this Contract. All work on this contract must be completed no later than July 3, 2009, unless extended in writing by the City of Tecumseh.

**Liquidated Damages**

As liquidated damages, the Contractor shall pay the City of Tecumseh liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City of Tecumseh shall be entitled to impose and recover liquidated damages for breach of the obligations not met by the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

**Major Subcontractors**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

**Documentation**

Bidder must supply an up to date copy of documentation verifying that the contractor meets the state or federal requirement as a contractor in asbestos abatement. Documentation must be supplied with the bid documents.

**DRAFT CONTRACT**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Tecumseh, a Michigan Municipal Corporation, 309 East Chicago Blvd, Michigan 49286 and \_\_\_\_\_.(Contractor)a \_\_\_\_\_ Corporation, \_\_\_\_\_ \_\_\_\_\_(Contractor’s address).

Based upon the mutual promises below, the Contractor and the City of Tecumseh agree as follows:

**ARTICLE I - Scope of Work**

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled “DEMOLITION AND ASBESTOS ABATEMENT, in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

- |                       |                         |
|-----------------------|-------------------------|
| Bid Forms             | General Conditions      |
| Proposal              | Standard Specifications |
| Contract and Exhibits | Detailed Specifications |
| Asbestos Report       | Plans                   |
| Bonds                 | Addenda                 |

**ARTICLE II - Definitions**

**Owner Means:** City of Tecumseh.

**Supervising Professional means:** Mr. Kevin Welch, or other persons acting under his written authorization.

**Abatement means:** Removal of Regulated Asbestos-Containing Materials (RACM) in compliance with all Federal, State and Local Regulations including but not limited to those required by: The Michigan Department of Environmental Quality (MDEQ); The Clean Air Act (CAA); The Environmental Protection Agency (EPA) and the National Emission Standards for Hazardous Air Pollutants (NESHAP). Code of Federal Regulations 49 CFR.

**Project means:** Demolition and Asbestos Abatement at site formally known as the Eaton Property.

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor's receipt of a fully executed Contract.
- (B) The entire work for this Contract shall be completed no later than July 3, 2009, unless extended by mutual agreement.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City of Tecumseh, as liquidated damages and not as a penalty, an amount equal to \$250 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City of Tecumseh shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Contract Documents for Asbestos Abatement identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Supervising Professional, the City of Tecumseh is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under the General Conditions.

ARTICLE IV - The Contract Sum

- (A) The City of Tecumseh shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(B)The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

#### ARTICLE V – Assignment

This Contract may not be assigned or subcontracted without the written consent of the City of Tecumseh.

#### ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City of Tecumseh agree to venue in a court of appropriate jurisdiction sitting within Lenawee County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

#### ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City of Tecumseh. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City of Tecumseh and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City of Tecumseh for any contract, debt, or any other obligation to the City of Tecumseh including real or personal property taxes. City of Tecumseh shall have the right to set off any such debt against compensation awarded for services under this agreement.

#### ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City of Tecumseh, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractors behalf under this contract. Contractor shall not be responsible to indemnify the City of Tecumseh for losses or damages caused by or resulting from the City of Tecumseh’s sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City of Tecumseh and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City of Tecumseh and the Contractor.

ARTICLE XI – Insurance

The contractor must supply general liability insurance, naming the City of Tecumseh as additional named insured, in amount of at least \$5,000,000 as a general aggregate. Coverage must include general liability as a contractor conducting work for others and pollution coverage. Contractor must also provide proof of workers compensation coverage.

**FOR CONTRACTOR**

**FOR THE CITY OF TECUMSEH**

By  
Its \_\_\_\_\_

By \_\_\_\_\_

City of Tecumseh,

.....

By \_\_\_\_\_

# City of Tecumseh – Bid Form

## Demolition and Asbestos Abatement

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

**Option # 1 Asbestos Abatement and Disposal only \$** \_\_\_\_\_

**Option #2 Demolition/Asbestos Abatement and Disposal \$** \_\_\_\_\_

Will you use subcontractors for work that exceeds more than 15% of the project cost? Yes or No

**If yes, please provide details:**

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Have you provided documentation of your licensing with the State of Michigan for Asbestos Abatement?  
Yes or No

Have you provided a certified check or bid bond in an amount of 5% of the total bid, calculated based upon option #1 or #2, whichever is greater? Yes or No

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF TECUMSEH**  
**TECUMSEH BUSINESS AND TECHNOLOGY CAMPUS**  
**BUILDING DEMOLITION/DISPOSAL AND ASBESTOS ABATEMENT**  
**REQUEST FOR PROPOSALS**

Dear Bidders,

The City of Tecumseh will accept proposals for a Building Demolition/Disposal and Asbestos Abatement project concerning the Eaton Farm House, located at 5695 East Monroe Road (M-50), within the Tecumseh Business and Technology Campus. Proposals must be delivered by mail or in person in clearly marked sealed envelopes to the City Clerk, at the address listed below.

**DEADLINE FOR SUMITTAL: Wednesday, May 27<sup>th</sup>, 2009 by 2:00 p.m.**

**Mail or Hand Deliver Bids To:**

City of Tecumseh  
Attn: Laura Caterina, City Clerk  
309 East Chicago Blvd.  
P.O. Box 396  
Tecumseh, MI 49286

**\*Proposals may also be placed in the City's night deposit box after hours. Proposals may be hand delivered to Tecumseh City Hall during regular business hours, 8:00 a.m. until 5:00 p.m., Monday through Friday. FAXED, EMAILED OR UNSEALED BIDS WILL NOT BE ACCEPTED. Bids received past the specified deadline will not be accepted or considered under any circumstances.**

**The City of Tecumseh reserves the right to accept or reject any proposal, or any part of same, and to award the contract in the best interests of the City of Tecumseh. It is understood that bids will remain firm for 30 days after acceptance from the City Council of the City of Tecumseh.**

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Laura Caterina, CMC  
Tecumseh City Clerk  
May 6<sup>th</sup>, 2009