

**BIDDING & CONTRACT DOCUMENTS
CITY OF CHELSEA**

**CITY OF CHELSEA
FORMER LONGWORTH PLATING DANIELS SHOWROOM
ENVIRONMENTAL ABATEMENT AND DEMOLITION**

Sealed proposals will be received by the City of Chelsea, 305 South Main Street, until 10:00 A.M. local time on Wednesday, September 19, 2012 at which time the bids will be publicly opened and read aloud and the different items noted. All bids must be sealed and labeled on the outside of the envelope. The bid must contain the name and address of the bidder and the name of the project clearly identified on the envelope. Bids may be hand delivered or mailed to the Clerk's office. All bids MUST be received prior to 10:00 A.M. on Wednesday September 19, 2012.

The project includes:

1. Removal of Suspected Asbestos Containing Material(ACM)
2. Building Demolition including precise removal of brick exterior on a portion of adjacent building
3. Site stabilization and secure openings
4. Site leveling, using existing floor slab when/if possible
5. Slab on Grade concrete
6. Potential Salvage of architectural elements

The plans and specifications are on file and may be examined on and after at the office of City of Chelsea, Michigan, 305 S. Main Street, Chelsea, MI.

Copies of plans and specifications may be obtained after at the office of City of Chelsea, MI and available for download www.city-chelsea.org

A certified check or bank draft payable without condition to the City of Chelsea, or a satisfactory bid bond executed by the bidder and a surety company in an amount of five (5%) percent of the Proposal amount shall be submitted with each bid, as a guarantee of good faith and the same to be subject to the conditions stipulated in the Instructions to Bidders.

A pre-Bid conference will be held at 2:00.p.m local time on Thursday 13th, September, 2012 at the Chelsea City Office, 305 South Main Street, Chelsea, Michigan 48118. Representatives of the City of will be present to discuss the Project. City of Chelsea will transmit to all prospective Bidders of record such Addenda as the City of Chelsea considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. Bidding documents will not be available for purchase at the pre-Bid conference.

Questions must be submitted in writing and will be accepted by email only until 2:00 p.m. Friday, September 14, 2012 to allow time for response. Email jhanifan@city-chelsea.org

The City of Chelsea reserves the right to accept or reject any or all bids, to waive any irregularity in any bid, and to make the award in any manner deemed to be in its best interest. The City or its agents will not engage in unlawful discrimination on the basis of race, color, religion, national origin, age, height, weight, marital status, or unrelated disability.

By Order of: CITY OF CHELSEA
305 SOUTH MAIN STREET
CHELSEA, MICHIGAN 48118

CITY OF CHELSEA
DOWNTOWN DEVELOPMENT AUTHORITY
JACKSON STREET CORRIDOR IMPROVEMENT PROJECT
FORMER LONGWORTH PLATING
DANIELS SHOWROOM
PROJECT



REQUEST FOR PROPOSALS
BIDDING & CONTRACT DOCUMENTS
SEPTEMBER 1, 2012

Removal to include this structure



City of Chelsea DDA – Daniels Showroom Proposal

ARTICLE 1 – PROPOSAL RECIPIENT

- 1.01 This Proposal is submitted to: City of Chelsea 305 S. Main, Chelsea, MI 48118
- 1.02 The undersigned Bidder proposes and agrees, if this proposal is accepted, to enter into an agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Proposal security.
- 2.02 This Proposal will remain subject to acceptance for 90 days after the proposal opening, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this proposal, bidder represents that:
 - A. Bidder has examined and carefully studied Building Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>ADDENDUM No.</u> _____	<u>ADDENDUM Date</u> _____
_____	_____
_____	_____
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work.
 - C. Bidder is familiar with and is satisfied as to all federal, state and local laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has carefully studied all provided information
 - E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods techniques, sequences and procedures of construction expressly

City of Chelsea DDA – Daniels Showroom Proposal

required by Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Proposal for performance of the Work at the price(s) Proposal and within the times and in accordance with the other terms and conditions of the Building Documents.

G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding documents

H. Bidder has given the Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

I. Bidder will submit written evidence of its authority to do business in the State of Michigan not later than the date of its execution of the Agreement

J. Bidder is aware that the Owners decision to proceed with the Project is subject to Owner's determination that all legal, financial approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not to proceed with the Project in which case no bidder shall have a claim of any kind in contract, tort, equity or otherwise against the Owner.

K. Bidders acknowledge that Owner retains the unrestricted right not to proceed with the project or to reject all Bids received. In either case Owner shall not be liable to any Bidder under any theory including contract, tort, equity or otherwise.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Proposal;

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

City of Chelsea DDA – Daniels Showroom Proposal

ARTICLE 5 – BASIS OF PROPOSAL

5.01 Bidder will complete the Work in accordance with the contract documents for the following prices(s):

Item No.	Description	Unit	Estimated Quantity	Unit Price	Proposal Price
1.	Preparation of Health Safety Plan	LS	1	\$	\$
2.	Site Service, Mobilization and Demobilization	LS	1	\$	\$
3.	Removal and Disposal of Asbestos Containing Material (ACM) (see Hazards Material Survey) & Article 8.	LS	1	\$	\$
4.	Removal and Disposal of Miscellaneous Materials	LS	1	\$	\$
5.	Removal and Disposal of Daniels Showroom to slab on grade	LS	1	\$	\$
6.	Restoration/preparation of existing slab on grade	LS	1	\$	\$
7.	New poured concrete floor	LS	1	\$	\$
8.	Salvage of Blue Awning	LS	1	\$	\$
9.	Removal of Daniels showroom brick from North wall of Mack Building	LS	1	\$	\$
10.	Secure window/door openings of Mack Building	LS	1	\$	\$
TOTAL OF ALL PROPOSAL PRICES:					\$

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City of Chelsea DDA – Daniels Showroom Proposal

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10.	Secure window/door openings of Mack Building	LS	1	\$	\$
TOTAL OF ALL PROPOSAL PRICES:					\$

City of Chelsea DDA – Daniels Showroom Proposal

ARTICLE 6 – TIME OF COMPLETION

- 6.01 A. Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract time commence to run.
- B. Bidder further agrees that Work will be fully completed and ready for final payment within 90 calendar days after the date when the Contract Times commence to run.

ARTICLE 7 – ATTACHMENTS TO THIS PROPOSAL

7.01 The following documents are attached to and made a condition of this proposal:

A. List of Proposed Major Subcontractor(s):

1. _____
2. _____

Article 8 – ENVIRONMENTAL CONDITIONS

Site Conditions

- The OWNER has conducted a hazardous materials assessment of the building. Information regarding asbestos and other hazardous materials noted in the assessment will be made available. The quantities listed in the report are order of magnitude visual estimates and should not be used for developing a bid or for completing notifications to regulatory agencies. The CONTRACTOR shall take the field measurements necessary to provide a proposal for the work and lay out the work considering existing clearances and conditions. The CONTRACTOR shall be responsible for damage and/or cost caused by any inaccuracy on its part. The OWNER and CONSULTANT shall NOT be held responsible for providing accurate measurements of ACMs.
- Although efforts have been made to identify asbestos-containing materials (ACMs) that may be in or part of the buildings, some unidentified/unknown suspect ACMs may remain. If suspected ACMs are encountered during demolition for which no analytical data is available, the CONTRACTOR shall cease demolition and contact the OWNER to determine a plan of action with respect to the suspected ACMs.
- Nonfriable asbestos containing materials (ACMs) and lead-bearing paints were present in the Showroom portion of the building.
- The Showroom portion of the building contains nonfriable assumed asbestos-containing roofing materials that can remain in place during demolition, provided the demolition activities are conducted in accordance with the requirements of the Occupational Safety

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and Health Administration (OSHA) Asbestos Construction Standard, as found in Title 29 of the Code of Federal Regulation Part 1926.1101 (29 CFR 1926.1101).

- Use of intentional burning as a method of demolition is prohibited unless all ACMs are removed from the buildings prior to demolition.

Class of work

- Work involving the asbestos floor tiles, mastic, window caulk, and roofing materials is considered Class II asbestos work according to OSHA Asbestos Construction Standard (29 CFR 1926.1101) and is subject to requirements indicated in the standard. These requirements include, but are not limited to, establishment of a regulated work area, provision of decontamination facilities, specific procedures for asbestos work, exposure monitoring, and use of personal protective equipment, including respiratory protection, unless or until a Negative Exposure Assessment is produced.
- ACMs governed by Class II asbestos work requirements need not be removed from a structure prior to demolition unless they will become friable, according to the Michigan Department of Licensing and Regulatory Affairs (MDLRA) Asbestos Program, which administers the OSHA asbestos regulations in Michigan. If the roofing materials are not removed prior to demolition, the demolition of the structure shall be performed within a Regulated Area, in accordance with OSHA requirements.
- Demolition activities which will involve the nonfriable asbestos roofing materials shall be conducted in conformance with paragraphs (h), (i), and (j) of 29 CFR 1926.1101 unless or until an employee exposure assessment is developed which documents the tasks involved will not expose employees to airborne concentrations of asbestos above the Permissible Exposure Limit (PEL), 0.1 fibers per cubic centimeter (f/cc) of air collected. Once it is determined and documented that employees will not be exposed at or above the PEL, reduced personal protective equipment measures may be employed.
- Demolition activities which will involve lead-bearing paints and coatings shall be conducted in accordance with the requirements of the OSHA Lead Exposure in Construction Standard (29 CFR 1926.62). The contractor shall provide interim protection and hygiene facilities for workers in conformance with the standard unless or until an employee exposure assessment is developed which documents the tasks involved will not expose employees to airborne concentrations of lead above the PEL, 50 micrograms of lead per liter of air collected. Once it is determined and documented that employees will not be exposed at or above the PEL, reduced personal protective equipment measures may be employed.

Waste Disposal

- Nonfriable asbestos-containing materials that remain in a building during demolition and do not become friable are not considered asbestos-containing waste materials and may be disposed as construction debris.
- Building demolition debris that contains nonfriable asbestos debris cannot be grinded, sanded, abraded, or volumetrically reduced via crushing with heavy equipment and cannot

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be recycled. Building material contaminated with ACM roofing materials shall be properly disposed in primary form. Special waste handling and containerization is not required.

- Retain receipts from landfill for materials disposed. Ensure the receipts are fully completed and endorsed since incomplete or unsigned receipts may cause the Owner to consider the project incomplete.
- Used coveralls, gloves, respirator filter cartridges, wet wipes, etc. used during the demolition must be properly disposed as asbestos-containing waste materials in appropriately labeled asbestos disposal bags or containers.
- Asbestos-containing waste is to be transported by a waste hauler with all required licenses from all state and local authority within the Project Site jurisdiction. Do not transport bagged materials for disposal in open trucks. Label drums with same warning labels as bags.
- For asbestos-containing waste material to be transported off the Project Site, label containers or wrapped materials with the name of the waste generator and the locations at which the waste was generated pursuant to 40 CFR Part 61.150.

Regulatory Notification

- The CONTRACTOR shall send written notification to the Michigan Department of Environmental Quality-Air Quality Division (MDEQ-AQD) and to the Michigan Department of Licensing and Regulatory Affairs (MDLRA) Asbestos Program via overnight mail service in conformance with United States Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M) and Michigan Act 135 of 1986. The Contractor shall submit all notifications to regulatory agencies by overnight or certified mail with copies of the receipt and notifications forwarded to the OWNER.

Environmental Insurance

- The CONTRACTOR or subcontractor(s) conducting abatement of ACMs or demolition involving ACMs must have **Pollution Incident Liability Insurance**, including coverage for asbestos related work (\$1,000,000 per occurrence; \$2,000,000 aggregate), as well as other insurance coverage required by the OWNER.

Training, Accreditation and Other Requirements for Demolition Involving ACMs and Lead-Bearing Paints

- The minimum asbestos training required for workers engaged in demolition of a structure containing a single type of Class II asbestos shall be in accordance with the OSHA Asbestos Construction Standard (29 CFR 1926.1101) and shall be at least eight (8) hours for each different type of nonfriable ACM that will remain in the building during demolition. According to the standard, the work shall be supervised by a person trained as a Contractor/Supervisor, which requires a minimum of 40 hours of training as described in the standard. Train all workers regarding the dangers inherent in handling asbestos and

City of Chelsea DDA – Daniels Showroom Proposal

breathing asbestos dust and in proper work procedures and personal and area protective measures.

- Workers engaged in demolition activities that will disturb lead-bearing paints and coatings shall be trained in accordance with the OSHA Lead Exposure in Construction Standard (29 CFR 1926.62).
- Prior to beginning any work involving ACMs, the CONTRACTOR or demolition contractor will submit to the OWNER evidence of workers' training, accreditation, medical surveillance, and respirator fit testing
- The supervisor for the demolition activities involving ACMs must be accredited as an Asbestos Contractor/Supervisor in accordance with Michigan Act 440 and as required by the MDLRA.
- All workers that utilize respiratory protection shall be trained, fit tested, and medically monitored as required by the OSHA Asbestos Construction Standard (29 CFR 1926.1101) and the OSHA Respiratory Protection Standard (29 CFR 1910.134). The Contractor shall provide copies of current fit testing for any employees engaged in asbestos-related work during the demolition of the buildings.
- It is the CONTRACTOR's responsibility to ensure that all employees of the CONTRACTOR or subcontractors that will be on Site at the time of demolition have met the minimum asbestos training requirements and have had the proper medical surveillance

Project Closeout Submittals

- Submit the following documents to the OWNER for the OWNER's records:
 - Copy of EPA-NESHAP Notification of Intent To Renovate/Demolish.
 - Copies of all recycling receipts, bills of lading, and disposal manifests/receipts.
 - Copies of all incident reports.
 - Additions to scope of work and Change Order proposals related to asbestos materials.
 - Contractor's Asbestos/Pollution Liability Insurance certificates (including guarantee period).
 - Documentation that all taxes, fees, and similar obligations required to facilitate and complete the asbestos project have been paid/satisfied.
 - Waivers of mechanics liens from every entity who may lawfully be entitled to file a mechanics lien arising out of the contract and related to the asbestos demolition work.