

## **NOTICE TO BIDDERS**

The Marshall Public Schools Board of Education, Marshall, Michigan hereby invites the submission of **sealed bids** for:

Demolition of Trapp House  
14991 17 ½ Mile Road  
Marshall, MI 49068

Bid forms and specifications are attached for your review and consideration.

All questions regarding this bid or the project may be directed to Mr. Frank Schumacher, Director of Operations, Marshall Public Schools, 100 East Green Street, Marshall, MI 49068, ph. (269) 781-1306 or (269) 781-1250 extension 1221, fax (269) 781-7757, e-mail [fschumacher@marshall.k12.mi.us](mailto:fschumacher@marshall.k12.mi.us).

**SEALED BIDS ONLY are due December 3, 2008 at 2:00 p.m. EST to the attention of Mr. Frank Schumacher, Director of Operations, Marshall Public Schools, 100 East Green Street, Marshall MI, 49068. Bids are to be clearly marked “Bid – Trapp House Demolition”.** At this time all bids will be publicly opened and read in the Middle School Community Room. Contractors are encouraged to attend. Late or faxed bids will not be accepted.

Bids shall be submitted on the Proposal Form and attachments provided. Bid security in the amount of not less than 5% of the total proposal, in the form of Bid Bond or Certified Check must accompany each bid. Performance bond and payment bond will be required of the successful bidder. The cost of Performance, Labor and Material Bonds shall be included within the contractor’s bid price. Bidders shall supply with their proposal proof of their ability to bond work.

All bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship (or lack of a relationship) that exists between the owner or any employee of the bidder and any member of the Board of Education of the Marshall Public Schools or the Superintendent of the School District. The District shall not accept a bid that does not include a sworn and notarized disclosure statement.

This project does not require prevailing wages.

Successful bid will be awarded by purchase order issued by Marshall Public Schools.

The Marshall Public Schools Board of Education reserves the right to reject any or all bids in whole or in part, to waive any irregularities in the bidding, to accept a proposal which, in the District’s opinion, is in the School’s best interest, and to refrain from accepting or rejecting any bids for a period of sixty (60) days after the bid opening.

A pre-bid conference is scheduled for Wednesday, November 26, 2008 at 10:00 a.m. EST, at the Trapp House, 14991 17 ½ Mile Road, Marshall MI, 49068.

## **INSTRUCTION TO BIDDERS**

### General Conditions

1. Proposal

To provide labor and materials for demolition of Trapp House and septic system, located at 14991 17 ½ Mile Road, Marshall, MI 49068 (adjacent property to the North of Marshall High School).

2. Types of Proposals

A single, lump sum proposal for all work required to complete this project. Segregated proposals will not be accepted.

3. Receipt of Bids

Proposals will be received to the attention of Mr. Frank Schumacher, Director of Operations, at Marshall Public Schools, 100 East Green St, Marshall, MI 49068 **until 2:00 p.m. EST, Wednesday, December 3, 2008**. Proposals will be opened publicly and read at this time in the Middle School Community Room.

4. Bidder's Qualifications

Bidders submitting a proposal for this project shall have qualifications as follows:

Provide five references of similar projects (See Attachment A).

Be a reputable, recognized organization with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.

Have all licenses where required by public authorities having jurisdiction (see City of Marshall Building Department, and Calhoun County Health Department).

Possess ample financial resources for work of this magnitude.

5. Project Meetings

A pre-bid conference will be held on Wednesday, November 26, 2008 at 10:00 a.m. EST, at the Trapp House, 14991 17 ½ Mile Road, Marshall, MI 49068 (adjacent property to the North of Marshall High School). **Attendance by bidders is strongly encouraged.** If you are unable to attend this conference, please contact Mr. Frank Schumacher, Director of Operations to make alternate arrangements to visit the site.

The existing building affected by work required under the request for proposal will be toured in conjunction with the pre-bid conference.

6. Work Schedule

Work schedule to be determined. Hours are to be in accordance with the City of Marshall noise ordinance.

7. Clean-up and Disposal

The Contractor shall be responsible to clean-up all debris and dispose of it off-site in a licensed landfill to be approved by Marshall Public Schools with landfill manifest being returned to Owner.

8. Submittal of Proposal

**Before submitting a proposal**, bidders shall carefully read all of the specifications in order to avoid omission or duplications and to ensure a complete project, **bidders shall visit the premises**, verify site conditions and conditions under which work under the proposal must be conducted. Submission of a proposal signifies that the bidder has visited the project premises, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed, and agrees to all terms and conditions included in this request for bid. No claims for additional compensation will be considered or paid to the successful bidder, due to said successful bidder's failure to be so informed.

Proposals shall be submitted in triplicate on forms provided by the Owner and shall be delivered in sealed, envelopes to:

Marshall Public Schools  
Attention: Mr. Frank Schumacher, Director of Operations  
100 East Green Street  
Marshall, MI 49068

**All bids are to be clearly marked "Bid – Trapp House Demolition".**

9. Bonds

Bid security in the amount of 5% of the total proposal, in the form of Bid Bond or Certified Check must accompany each bid.

Within fourteen (14) days after date of issuance of written notice of selection for the award of bid, which shall be considered as the notice to proceed, the successful bidder shall execute and file with the Owner, a 100% Performance Bond and a Payment Bond. Both bonds shall be in an amount equal to the full contract sum. Said bonds shall be in such form and with such Surety Company or companies as are approved by the Owner. The cost of the bonds shall be included in the bid. Written notice of selection for the

award of bid will be accompanied by a purchase order issued by the Owner. The terms and conditions included in this request for bid shall govern the work to be performed.

#### 10. Safety

The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract. The contractor shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractors and shall have an accident prevention representative at the site.

#### 11. Insurance Requirements

The Contractor shall indemnify, defend and hold harmless the School District, its Board and its Board Members in their official and individual capacities, its employees and agents from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including reasonable attorneys' fees, and damages arising out of or in connection with: (i) the negligence or willful misconduct of Contractor, its employees, subcontractors or agents; and (ii) the performance by Contractor, its employees, subcontractors or agents of its services hereunder.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a. Worker's Compensation Insurance with Michigan statutory limits.
- b. Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 per occurrence in the same amount made for bodily injury and property damage. Policy is to include products and completed operations, cross liability, broad form property damage, independent Contractors, and contractual liability coverage. Policy shall be endorsed to provide sixty (60) days written notice to the Owner of any material change of coverage, cancellation, or non-renewal of coverage.
- c. If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d. Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property 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 occurrence of bodily injury and property damage.

All insurance companies issuing the insurance policies must be domestic (on-shore) companies and have an A rating by AM Best.

The Contractor will be responsible for payment of all deductibles contained in any insurance policy required in this contract.

All insurance certificates must identify Marshall Public Schools as an additional insured.

12. Familial Disclosure Statement

As required by Public Act 232 of 2004 all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Marshall Public Schools Board of Education or the Superintendent of Schools. **The Board shall not accept a bid that does not include this sworn and notarized disclosure statement.** The Familial Disclosure Form is attached (Attachment B).

13. Permits, Fees, Regulations and Taxes

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work. If any of the work of the Contractor is done contrary to such laws, ordinances rules and regulations without such notice, he shall bear all costs arising there from. The Contractor shall include all cost and taxes in its bid, and make property provisions for payment of all other State and Federal applicable taxes, fees or other costs.

The project is not tax exempt from State Sales Tax and/or Use Tax. All materials and supplies incorporated and used in construction and becoming a permanent part of this project will not be exempt from State Sales Tax and/or Use Tax.

14. The Owner reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in the bidding, to accept a proposal which, in the Owner's opinion, is in the Owner's best interest, and to refrain from accepting or rejecting any bids for a period of sixty (60) days after the bid opening.
15. Negligence in preparation, improper preparation, errors in, or omissions from proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract.
16. No responsibility shall attach to the Owner, or the authorized representatives of either one, for the premature opening of any proposal which is not properly addressed or identified.

17. This request for bid shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the Owner or by any other person.

18. Opening and Awarding of Proposals

Proposals will be publicly opened at the Marshall Middle School Community Room, 100 East Green Street, Marshall, MI 49068, on Wednesday, December 3, 2008 at 2:00 p.m. EST.

19. Payments

All invoices for payment are to be mailed to:

Marshall Public Schools  
Attn: Accounts Payable  
100 East Green Street  
Marshall, MI 49068

Payments will be processed for payment within forty-five (45) days of receipt.

## **TECHNICAL SPECIFICATIONS**

### **A. OWNER'S REPRESENTATIVE**

Frank Schumacher, Director of Operations  
Marshall Public Schools  
100 East Green Street  
Marshall, MI 49068  
Office: (269)781-1306 or (269) 781 1250 ext. 1221  
[fschumacher@marshall.k12.mi.us](mailto:fschumacher@marshall.k12.mi.us)

### **B. TITLE OF PROJECT**

Demolition of Trapp House

### **C. INTENT OF REQUEST FOR PROPOSAL**

It is the intent of the Owner to provide as much information as possible regarding the demolition process. However, because this is a request for proposal, we are asking you, the demolition contractor, to provide information pertinent to the process of completing this work in as efficient, cost effective manner as possible. As you look over this document, please feel free to add any comments or suggestions. There will be a place at the end of the document for you to do this.

#### D. SCOPE

The scope of this project is to provide labor, materials, equipment and expertise to demolish the building and associated materials located at 14991 17 ½ Mile Road, Marshall, MI, 49068. The work includes:

- a) Demolish the structure on the property.
- b) Demolition of basement, and foundation including floors, footings, sidewalks and concrete slabs near the house.
- c) Remove septic system as identified.
- d) Remove underground utilities and terminate as required.
- e) Properly haul away and dispose of all debris off site, including building contents.
- f) Fill in holes and restore the site to proper and reasonable elevation. Provide all soil and seed to grow grass.

#### E. GENERAL

##### 1. Submittals

- a) Permits and/or notices authorizing building demolition including any requirements of the City of Marshall Building Department or Calhoun County Health Department.
- b) Certificates of utility severance.
- c) Permits required for transportation and disposal of debris.
- d) Demolition procedures and operational sequence for review by Owner's representative.

2. Protection/Safety

- a) Ensure the safety of others while site is both attended and unattended by installing a temporary fence able to be secured around effected area.

3. Utilities

- a) Remove all underground utilities. This includes water, sever, storm, cable TV, phone, gas and electric services.
- b) Properly terminate at the nearest junction as required by the governing authority of each utility.
- c) Call Miss Dig for staking of utilities.
- d) Dispose of all material generated by removal of these utilities. This includes pipes, conduit, wire, castings, etc.

4. Disposal of Materials

- a) Dispose of all building contents.
- b) All waste shall be disposed of according to all applicable law. Land fill manifests shall be given to Frank Schumacher, Director of Operations.
- c) All rubble and debris from demolition shall be removed from the site and disposed off site in an Owner approved landfill. Contractor shall assume all responsibility and potential fines for incorrect transportation and disposal of demolition materials.

F. DEMOLITION

1. The demolition process shall include any incidental items located on the property such as but not limited to, posts, piers, concrete/wooded steps and platforms, thresholds, garbage and debris, brick/block, pipes, etc.
2. The demolition process shall include removal and disposal of all building contents.
3. The following materials, not yet abated, were found to contain asbestos in the residence:
  - 12" x 12" white floor tile with brown streaks
  - Mastic below brown wood-like linoleum and wood-like streaks
  - White window and door caulk
  - Gray flashing

The following materials were assumed to contain asbestos in the residence:

- Black square roof shingles
- Glue pods to 1' x 1' smooth ceiling tile

According to the Asbestos Building Inspection Report prepared by Fibertec Industrial Hygiene Services, Inc. all remaining non-friable asbestos-containing material can remain in the building and the building be demolished as long as the building materials won't be recycled or the building will not be demolished by burning.

Copies of the Asbestos Building Inspection Report and other related documents can be obtained upon request from the District.

4. Explosives shall not be used in the demolition process, except by prior written permission of the local enforcing agency and Marshall Public Schools, and after the Contractor has obtained and exhibited all necessary permits therefore.
5. Burning will not be permitted as a means of disposing of demolition debris or site clearing.
6. The Contractor shall remove all debris and equipment and dispose of all material from the site and leave the ground clear of all materials, rubbish or debris, and in a clean, neat condition.

#### G. RESTORATION OF SITE

After the site is cleared of all debris from the demolition process, the site shall be restored in the following manner.

1. All holes from removal of basements, foundations, footings, etc. shall be backfilled with Class II sand. Compact to 90% modified proctor in no greater than 3 foot lifts or MDOT recommendations, whichever is more stringent.
2. Grade entire site to make it as level as reasonable and to prepare the site for finish preparation to grow grass.
3. The rough grade shall be accepted by the Owner's representative before moving onto the next step.
4. The site shall be fine graded and prepared with 3 inches to top soil and shall be hydro-seeded or planted with grass seed and straw mulch. The grass seed mixture shall consist of a perennial rye grass.



**PROPOSAL FORM**

The undersigned verifies that the proposal contained herein meets or exceeds the attached specifications.

Furnish all material and labor necessary to demolish the Trapp House and septic system site located at 14991 17 ½ Mile Road, Marshall, MI 49068.

TOTAL PROPOSAL: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

Authorized Name (Typed / Printed): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

**MARSHALL PUBLIC SCHOOLS  
BID PROPOSAL – DEMOLITION OF TRAPP HOUSE**

List five (5) references of projects you have had successful experience on of equal or greater quality than this project.

1.

2.

3.

4.

5.

**FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT**

***Important: This disclosure statement must be included with your bid as required by state law (Public Act 232 of 2004).***

*As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Allen Park Board of Education or the Superintendent of Schools. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement.*

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Allen Park Public Schools invitation to bid, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company and any member of the Allen Park Board of Education or the Superintendent of Schools. (Listing of names follows.) If such a relationship exists, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (bidder' signature)

Title: \_\_\_\_\_ (type or print)

Date: \_\_\_\_\_

Subscribed and Sworn to Before Me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ A.D., in and for the County of \_\_\_\_\_,

Michigan. My commission expires

\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

Marshall Public Schools Board of Education Members

Victor Potter, President  
Paul K. Beardslee, Vice-President  
Janice Darling, Secretary  
Daniel Stulberg, Treasurer  
John Coulter, Trustee  
Ali Webb, Trustee  
Annette Campau, Trustee

Superintendent of Schools

Dr. Joyce Phillips