

Demolition over \$50,000

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**CITY OF BATTLE CREEK, MICHIGAN
 NOTICE OF INVITATION FOR BIDS for DEMOLITION
 IFB #2020-027B**

IFB DUE DATE and TIME: November 19, 2:00 pm local time (office hours 8-12 and 1-5) NOTE! City Hall has security on the 1st floor. Please allow extra time to get through security when dropping off your bid.

BID SUBMITTAL: Bids must be submitted in a sealed envelope with the IFB number, the due date/time and the bidder's name and address clearly indicated on the envelope. Bids must be in the actual possession of the Purchasing Department Room 214, City Hall, 10 N. Division Street, Battle Creek, Michigan 49014 on or prior to the exact time and date indicated above. The prevailing clock shall be www.time.gov. Late bids shall not be considered. All bids will be publicly opened and read aloud at the aforementioned address. All interested parties are invited to attend.

PROJECT DESCRIPTION: The City is soliciting bids for the purpose of contracting for demolitions of a 6 story structure building and foundation in its entirety. Bidders should read entire IFB and call the Purchasing Contact listed above if you have any questions **before** submitting your bid. This is an ordered demolition of a collapsed structure. City will supply Contractor with a letter of imminent danger, which the contractor shall submit with their 10-day notice to MDEQ.

<p>PRE-BID CONFERENCE: None</p>	<p>FUNDING: This project has NO federal or state funding. All project funding is provided by the City of Battle Creek. None of the CDBG requirements are applicable for this contract.</p>
<p>TECHNICAL QUESTIONS OR SITE VISITATION: Richard Bolek, Building Official Community Services 269-966-3382</p>	<p>PREVAILING WAGES: Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code.</p>
<p>COPIES OF IFB Available online only at http://www.battlecreekmi.gov/230/Bid-Proposal-Solicitations Follow the link for Bid & Proposal Solicitations</p>	<p>FEE: NO FEE IFB ISSUE DATE: 11/5/19</p>
<p>DOCUMENT EXAMINATION: during normal business hours City of Battle Creek, Purchasing Division Dodge Corporation in Kalamazoo, Michigan Builders Exchange in Grand Rapids, Kalamazoo & Lansing, Michigan</p>	<p>ADDENDA: Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.</p>
<p>BID BOND: Each bid must be accompanied by a certified check, cashier's check, or standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. After contracts for the work have been signed, all bid securities will be returned.</p>	<p>PERFORMANCE/LABOR/MATERIALS BONDS: The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.</p>

Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety (90) days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

NOTICE TO BIDDERS

1. BID SUBMISSION:

- A. Bids must be submitted in complete original form by mail or messenger to the following address:
Office of the Purchasing Agent, Room 214, City Hall, 10 N. Division Street, Battle Creek, MI 49014
- B. Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud. The prevailing clock shall be www.time.gov.
- C. All bids shall be tightly sealed in an opaque envelope and plainly marked with the Invitation for Bid number, due date and the bidder's name and address clearly indicated on the envelope.
- D. Late bids will not be accepted and will be returned to the bidder.
- E. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

2. PREPARATION OF BIDS:

- A. The bid shall be legibly prepared with ink or typed.
- B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder with ink.
- C. The bid shall be legally signed on the OFFER TO CONTRACT PAGE and the complete address of the bidder given thereon.
- D. The City is exempt from Federal Excise and State Sales taxes, and such taxes shall not be included in bid prices.

3. SIGNATURES: All bids, notifications, claims and statements must be signed as follows:

All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder. Any individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date and time.

5. AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have his bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the City of Battle Creek shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as the City deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidders to fulfill the contract.

6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB addendum or amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract

and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

- 9. SPECIFICATIONS: SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
- 10. DELIVERY:** Bids shall include all charges for mobilization, delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
- 11. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
- 12. CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
- 13. PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent as evidenced by a purchase order.
- 14. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:

 - A The submission of the offer did not involve collusion or other anti-competitive practices.
 - B The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
 - D The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
- 15. DEFINITIONS:**

"CITY" - The City of Battle Creek.
"CITY UNIT" - The department of the City that intends to use the resulting contract.
"CONTRACTOR" - The bidder whose proposal is accepted by the City.

GENERAL TERMS AND CONDITIONS

1. **MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
2. **NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
3. **ASSIGNMENT OF CONTRACT:** No right or interest in this contract shall be assigned in whole or in part by the contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
4. **INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the contractor, their employees, or agents; from all liability claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of contractor, agents or employees.
5. **CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor and shall prevail over any previous contracts, proposals, negotiations, or master agreements. By signing the Offer to Contract, it is agreed to that the IFB in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the following order shall prevail: 1) Addendum 2) Specifications 3) Special Terms and Conditions 4) General Terms and Conditions 5) Instructions to Bidders 6) Insurance forms.
6. **PROVISIONS REQUIRED BY LAW:** Every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
7. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
8. **RIGHTS AND REMEDIES:** No provision in this document or in the bidder's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
9. **ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this IFB or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
10. **APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Bidder to comply with said regulations/policies.
11. **ROYALTIES, PATENTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees, and shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.
12. **NON-COLLUSION:** By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.
13. **MICHIGAN CONSTITUTIONAL REQUIREMENT:**
 - a). Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, City and its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract.
 - b). This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract.
 - c). In the event of conflict between any term of this Contract and this section, the language of this section shall control.

TERMS AND CONDITIONS FOR DEMOLITION

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. The City's decision shall be final.
3. **WORKING CONDITIONS:** All work shall be done in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall familiarize himself with local conditions affecting the job prior to submitting the bid. He shall take his own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in his behalf by reason of error or omission on his part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the City.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. The actual work performed under this contract may be increased 50% or decreased 25% from the approximate quantities set forth in the Schedule included herein. Work will be performed only based on written authorization from the City. The City reserves the right to include other similar projects in this contract over and above those mentioned in said tabulations within these limitations. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.
8. **GUARANTEE:** Contractor guarantees to remedy any defects due to faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work and at the completion of the work he shall remove all his waste, tools, equipment, staging and surplus materials from the structure and grounds and leave work clean and ready for use.
11. **SAFETY RULES:** It is understood that the contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, being Act 89 of the Public Acts of 1963, as amended.
12. **TERMINATION FOR BREACH:** The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the City. In the event of such termination, the City may complete the contracted work and the Contractor will be liable for any excess cost occasioned the City thereby and in such case the City may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.
13. **SUBCONTRACTORS:** Bidders shall submit with the Bid all subcontractors to be associated with their bid, including the type of work to be performed. All subcontractors shall be bound by all of the terms, conditions and requirements of the bid/contract; however, the prime contractor shall be responsible for the performance of the total work requirements. Contractor must provide copies of licenses for subcontractors.
14. **EMPLOYEES AND SUPERINTENDENCE:** Contractor shall enforce good order among his employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. Contractor, or a competent person having authority to act for him, shall be at the worksite at all times.

SPECIAL TERMS AND CONDITIONS

1. **AWARD:** The City reserves the right to award each property to the lowest, responsive, responsible bidder for that property.
2. **ORDER OF WORK:** If the Contractor has been awarded multiple properties, the City reserves the right to prioritize the sequence in which work shall be completed.
3. **PROPER DISPOSAL OF DEBRIS:** The Contractor must provide the Building Official of Community Services with landfill dump tickets for debris from each house before payment will be made.
4. **CITY WRECKER'S LICENSE:** The Contractor must hold a Wrecker's License with the City of Battle Creek Inspection Division in order to obtain a permit. The Wrecker's License requires a performance bond and current insurance verification meeting the requirements herein.
5. **STATE LICENSE:** The State of Michigan requires that any individual or company contracting for the wrecking of a residential structure must have a Residential Builders License or Maintenance and Alteration Contractors License. If a Maintenance and Alteration Contractors license is in force, the license must specify "wrecking" as part of the license. **The bidder MUST provide evidence of the State license with the bid.**
6. **LIQUIDATED DAMAGES FOR DELAY:** If the work is not completed within the time stipulated in the contract documents, including any extensions of time for excusable delays as pre-approved by the Purchasing Agent or Code Compliance Manager, the contractor shall pay the City for the liquidated damages, and not as punishment, a rate of **\$150.00 per day for each calendar day of delay per property beyond the completion date, unless extended in writing by the City**, until the work is completed. No extra allowance will be made for holidays. The City will enforce the liquidated damages for failure to complete the work within the allotted time frame. The City shall have the right to deduct from payment due, or to become due, to the Contractor or to sue for and recover compensation or damages for non performance of this Contract at the time stipulated herein.
7. **CONTRACTOR'S OBLIGATIONS:** The contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of federal, state and local government. All disconnections and demolition shall comply with all applicable ordinances and codes, inclusive of all written waivers. Should the contractor fail to observe the foregoing provision and do demolition work at variance with any ordinance, code or written waivers, the contractor shall correct, with no additional cost to the City.
8. **DOCUMENTATION SUBMITTAL:** The following documentation is to be submitted to the City of Battle Creek's Code Compliance Division 10 days prior to the start of all demolitions.
 - A. A copy of the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR 61, Subpart M form that is required to be submitted to the Michigan Department of Environmental Quality.
 - B. Written notification of when asbestos removal will commence and end. This is mandatory in order for the City to coordinate an inspection of this process at the site prior to commencement of the demolition.
9. **HAZARDOUS MATERIAL REMOVAL:** This is an ordered demolition of a collapsed structure. City will supply Contractor with a letter of imminent danger, which the contractor shall submit with their 10-day notice to MDEQ. Contractor shall be a licensed asbestos abatement firm, or shall subcontract with a licensed asbestos abatement firm, in those cases where asbestos is removed. The City must be notified of all subcontractors, and receive all appropriate licenses for subcontractors, upon bid opening. Not providing this information may result in a bid being deemed non-responsive. Contractor shall be responsible for the actions of their subcontractor. Contractor is responsible for removal of structure, treating the entire structure as contaminated, even if completed by a subcontractor.
10. **DUST CONTROL:**
 - A. The Contractor will use all means necessary, and as required by Federal and/or State and/or local laws, if applicable, to control dust on or near the work and on or near all off site areas if such dust is caused by Contractor's operations during performance of the work or if it results from the conditions in which the Contractor leaves the site.
 - B. The Contractor will use all means necessary to protect the adjacent properties before, during, and after, demolition.
 - C. In the event of damage, Contractor shall immediately make all repairs and replacements necessary, to the approval of the City of Battle Creek and at no cost to the City of Battle Creek.
 - D. Contractor is responsible for conducting operations in a safe and orderly fashion and in compliance with PA 154 of 1974.
11. **ADDITIONAL INFORMATION:** An operation is a demolition if the overall project involves the wrecking or taking out of any load supporting structural members of a subject facility. **MDEQ notification is required.** Any related handling operations (such as clean up of demolition debris) or intentional burning of the facility is also subject to this definition.

- 12. TIME OF COMPLETION:** The Contractor shall promptly begin work under this contract upon receipt of the Purchase Order, and all portions of the project made the subject of these contracts shall be begun and so prosecuted that they shall be completed and ready for final inspection within the time specified elsewhere in these Contract Documents.
- 13. EXTENSION OF TIME:**
- A. **AVOIDABLE DELAYS:** Avoidable delays in the prosecution or completion of the work shall include all delays that might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the contractor.
 - B. **UNAVOIDABLE DELAYS:** Unavoidable delays in the prosecution or completion of the work under these contracts shall include all delays that are caused by an act of God, and delays which may be the result of causes beyond the control of the Contractor and which he could not have provided against by the exercise of care, prudence, foresight or diligence. Delays due to equipment failure will not be allowed for more than two (2) days per contract.
 - C. **CITY SCHEDULED DELAYS:** If the City deems it necessary, completion dates beyond 60 days may be scheduled.
- 14. NOTICE OF DELAYS:** Whenever the Contractor foresees any delay in the prosecution of the work, and in any event, immediately upon the occurrence of any delay, he shall notify the Community Services Department in writing of the probability of the occurrence and its cause. After the completion of the work, the Community Services Department, in approving the amount due to the Contractor, will assume that any and all delays that have occurred in its prosecution and completion have been avoidable delays, except such delays that have been requested in writing and have been approved in advanced by the Community Services Department. The Contractor shall make no claims that any delay not called to the attention of the Community Services Department at the time of its occurrence has been an unavoidable delay.
- 15. THE CITY OF BATTLE CREEK'S RIGHT TO WITHHOLD CERTAIN AMOUNTS:** The City may withhold from payments to the Contractor such an amount or amounts as may be necessary to cover:
- A. Any Liquidated Damages that have accrued, due to delay;
 - B. Any actual damages assessed by MDEQ that are the direct result of contractor negligence;
 - C. Failure of the Contractor to make proper payments to a subcontractor;
 - D. Failure to provide the City with landfill tickets;
 - E. Damage to city or neighboring property caused by the Contractor and not remedied.
- 16. PENALTIES FOR TERMINATION FOR NON-PERFORMANCE:** If a Contractor has a contract terminated by the City for non-performance, the Contractor may be removed from the bidders list and debarred from bidding on future bids for an indefinite period of time, commencing on the date of the termination notice. The City may reinstate a vendor when it is in the City's best interest to do so.
- 17. MDEQ NOTIFICATION:** The Contractor shall abide by the requirement to notify the Michigan Department of Environmental Quality (MDEQ) Air Quality Division of intent to demolish. Notification must be submitted a minimum of 10 working days prior to beginning demolition. The contractor must also provide a copy of this notice to Building Official of Community Services, 10 days prior to beginning demolition.
- 18. LAND OWNER(S) NOTIFICATION:** The demolition contractor is to notify all land owners within 100 feet of the demolition site 10 days prior to the start of all demolitions.
- A. A copy of the national Emission Standards Air Pollutants (NESHAP), 40 CFR 61, Subpart Form that is required to be submitted to the Michigan Department of Environmental Quality is sufficient to comply with this provision.
- 19. CONTRACTOR'S INSURANCE:**
- A. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.
 - B. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

Coverage Afforded

		<u>Limits of Liability</u>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability: including XCU	Bodily Injury Property Damage or Combined Single Limit	\$1,000,000 each occurrence \$1,000,000 each occurrence \$1,000,000
Automobile Liability:	Bodily Injury Liability	\$ 300,000 each person \$ 500,000 each occurrence

Property Damage	\$ 500,000
or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance, prior to award, that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

20. **VENDOR EVALUATION:** Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
21. **PAYMENT:** Payment shall be made within 30 days of submittal of a correct invoice for complete demolition of each property.
22. **FINES:** In the event that the City is fined by MDEQ or any other government agency solely due to the negligence of the contractor in following the rules and regulations of that government agency, the City may seek actual damages against Contractor, pursuant to all legal means of collection. In no case shall the City seek damages greater than the fine(s).
23. **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:
 - (i) in the United States District Court for the Western District of Michigan; or
 - (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.
24. **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

SECTION I - GENERAL SPECIFICATIONS APPLICABLE TO ALL PROPERTIES

1. The Contractor shall provide the City's Building Official of Community Services with landfill dump tickets for debris from each house before payment will be made.
2. Contractor shall remove all foundations, exterior walls, basement walls, and accessory structures (attached or unattached) on the property. Contractor will remove concrete slabs, driveway and approaches. Contractor will remove no structure substantially as a whole, but demolish on the premises. Contractor shall demolish masonry walls in small sections and remove structures, steel, cast iron, and heavy timber framing by individual pieces. Contractor shall remove from the structure all interior partitions, piers, chimneys, columns, piping, furnaces apparatus, debris, etc. No construction debris shall be buried onsite.
3. The basement or part basements shall be entirely cleaned out of debris, including that debris resulting from the demolition of the structures. Following the removal of debris the floor slabs and footings shall be completely removed. An Open Hole Inspection must be performed prior to any fill placed in the hole. Concrete and masonry steps or porches shall be removed.
4. Adequate protection of persons and property shall be provided at all times. Contractor shall provide fencing, or if not feasible, then a person on the ground, in addition to any worker(s) operating equipment to monitor work area, insuring work area is clear of pedestrians or dangerous situations. Execute work in such a way as to avoid hazards to persons and property, protect entrance to the use of adjacent buildings and prevent interruption of free passage to and from such adjacent building.
5. Contractor shall raze structures in conformance with all State and Local laws.
6. The contractor shall grade the site to match the elevations of the site perimeter. Continuity of these grades will be maintained throughout the site by direction of the City. Retaining walls shall be removed, at the discretion of the city. Contractor is to fill the entire area with 4 inches of top soil and plant grass seed. All roots, sticks, rocks and similar objects shall be removed from the top six inches or graded areas. The Inspection Division prior to final payment will determine adequacy of grading.
7. The contractor shall, at his own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits for water, demolition, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, and repaving of streets and sidewalks and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
8. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the project area, and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
9. The contractor shall be responsible for all salvageable materials of the structure for which he has received a notice to proceed, whether or not he has removed such materials from said structure.
10. Only such property may be salvaged by the contractor as the City is authorized by the laws of the State of Michigan and the ordinances of the City of Battle Creek to declare as such and to have removed from the premises, and in the event of any doubt respecting the ownership or the right of salvage of any particular property, the contractor shall request from the City a written statement with respect thereto.
11. Subject to the above, all salvage becomes the property of the contractor, but storage of such materials and equipment on the project area will not be permitted.
12. Personal property of third persons or of occupants of buildings on the site shall not become the property of the contractor.
13. The person intending to cause a demolition or an excavation shall deliver written notice of such intent to the owner of each potentially affected adjoining lot, building or structure at least one week prior to the commencement of work. The notice shall request license to enter the potentially affected lot, building or structure prior to

commencement of work and at reasonable intervals during the work to inspect and preserve the lot, building or structure from damage.

14. If afforded the necessary license to enter the adjoining lot, building or structure, the person causing the demolition or excavation to be made shall at all times and at his or her own expense preserve and protect the lot, building or structure from damage or injury. If the necessary license is not afforded, it shall be the duty of the owner of the adjoining lot, building or structure to make safe his or her own property, for the prosecution of which said owner shall be granted the necessary license to enter the premises of the demolition or excavation.
15. All waste materials shall be removed in a manner that prevents injury or damage to persons, adjoining properties and public rights-of-way.
16. If the person causing a demolition or excavation to be made is not afforded license to enter an adjoining structure, that person shall immediately notify in writing both the code official and the owner of the adjoining property that the responsibility of providing support to the adjoining lot, building or structure has become the exclusive responsibility of the owner of the adjoining property.
17. Where a structure has been demolished or removed, the vacant lot shall be filled, graded and maintained in conformity to the established elevation of the street grade at curb level nearest to the point of demolition or excavation. Provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.
18. All service utility connections shall be discontinued and capped in accordance with the approved rules and the requirements of the authority having jurisdiction.
19. The contractor shall daily keep all public sidewalks, streets and alleys clean to the satisfaction of the City of Battle Creek. The contractor shall leave all parcels in the contract in a condition acceptable to the City of Battle Creek before final payment will be approved.
20. Contractor is responsible for the demolition of the entire structure, including all structural hazardous materials identified herein and all actions of any subcontractor(s). Removal of any materials from this site shall meet all local, State, and Federal standards and laws.

SECTION II – PRICE SHEET submit with bid

We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below.

It is not a requirement to bid on all properties.

Bidder certifies that the price listed below is all-inclusive, not-to-exceed. There will be no change orders allowed for additional items such as, but not limited to, permits, mobilization, overtime, bidder omissions, or insurance.

Acknowledgement of addenda: _____; _____; _____; _____; _____; _____

Item 1:

34 E. Michigan Ave

\$ _____

SECTION III – OFFER TO CONTRACT submit with bid

The undersigned has carefully checked the attached Bidding Schedule against the Contract Drawings and Specifications and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications and other Contract Documents.

BID SECURITY

Accompanying this bid is a _____ in the amount of five percent (5%) or _____ Dollars (\$_____). The total amount of bid security is based on the total base bid of this proposal.

COMPLETION

If awarded a contract under this proposal, the undersigned agrees to start work at the site **December 18, 2019**. The undersigned further agrees to complete the project by **February 1, 2020**.

LIQUIDATED DAMAGES

Liquidated damages of **\$150.00** per calendar day will be assessed for failure to meet any deadline, as noted in the Project Specifications.

BIDDER'S SIGNATURE: Complete the applicable paragraph below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

(a) Corporation

The bidder is a corporation organized and existing under the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President: _____
Secretary: _____
Treasurer: _____
Manager: _____

(b) Co-Partnership

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

(c) Individual

The bidder is an individual whose full name is _____ and, if operating under a trade name, said trade name is _____.

NAME: _____
ADDRESS: _____
CITY & STATE: _____

THIS BID OFFERED BY:

SIGNATURE: _____

NAME: _____

TITLE: _____

PHONE: _____

FAX: _____

SECTION IV - CONTRACTOR'S BID FORMS submit with bid

THESE FORMS MUST BE RETURNED WITH THE BID

TABLE OF CONTENTS

CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, (hereinafter called the "Principal"), and _____ (hereinafter called the "Principal"), and _____ hereinafter called the "Surety", a corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a proposal for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

Principal

By: _____
(Seal)

Surety

By: _____
(Seal)

Countersigned: _____

CERTIFICATE TO BE EXECUTED

IF

CONTRACTOR IS A CORPORATION

I, _____, certify that I am the _____
_____ of the Corporation named as Contractor hereinabove; that _____
_____ who signed the foregoing Agreement on behalf of the
Contractor was then the _____ of said Corporation; that
said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within
the scope of its corporate powers.

(Corporate Seal)

Submit with bid

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below the work of similar magnitude or character that he has done, and shall give references that will enable the City of Battle Creek to judge his experience, skill and business standing and of his ability to conduct the work as completely and as rapidly as required under the terms of this contract.

PROJECT AND LOCATION

REFERENCES (include name and phone number)

(1)	_____

(2)	_____

(3)	_____

(4)	_____

(5)	_____

(6)	_____

(7)	_____

(8)	_____

(9)	_____

SECTION V - DISADVANTAGED BUSINESS (DBE) FORM submit with bid

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? ___ YES ___ NO
 Is your firm a WBE (at least 51% woman ownership)? ___ YES ___ NO
 Are you subcontracting any part of this project? ___ YES ___ NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

III. DBE RECRUITMENT ACTIVITY LOG: List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____

SECTION VI - CONTRACTOR'S CONTRACT FORMS

THESE FORMS WILL BE REQUIRED FOR AWARD

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND

CONTRACT FORM
CONTRACT NO. 2020-027B
34 E. MICHIGAN AVE TOWER DEMO

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

WITNESSETH: In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

I. The Contractor promises and agrees:

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, PROPOSAL, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in Proposal.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time his proposal was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Proposal and Agreement).

F. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

II. The Owner promises and agrees:

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

dollars (\$ _____).

Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at his expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

SIGNED, SEALED, AND
EXECUTED BY CONTRACTOR:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):

By: _____

Title: _____

In the Presence of:

Notary Public

CONTRACT FORM APPROVED BY:

City Attorney

SIGNED, SEALED, & EXECUTED
BY CITY OF BATTLE CREEK

City Manager

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,
_____, as Principal, and _____, as Surety,
are held and firmly bound unto the City of Battle Creek in the full and just sum of _____
_____ Dollars (\$ _____
_____) lawful money of the United States of America for the payment of which sum of money well and truly to be
made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written contract dated the _____ day of _____,
20____ for the _____ complete, as
described in the foregoing Proposal and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and
truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor,
materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract,
and shall defend, indemnify and save harmless said City of Battle Creek against any and all liens, encumbrances,
damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said
specifications and other Contract Documents arising out of or in relation to the performance of said work and the
provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be
apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or
addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the
same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension
of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____
_____, 20__.

PRINCIPAL ATTEST:

Principal Business Name

Principal Secretary Signature & Seal

Address

Principal Secretary Printed Name

City, State, Zip

Witness of Principal

SURETY ATTEST:

Surety Business Name

BY: _____
Attorney-in-Fact Signature & Seal

Address

Attorney-in-Fact Printed Name

City, State, Zip

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the said obligees or its or their assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this ____ day of _____, 20__.

WHEREAS, the above bounded _____, Principal, has entered into a contract with the City of Battle Creek.

Dated the _____ day of _____, 20__, for the _____.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

(Seal)

Principal

BY: _____

Surety

ATTEST

BY: _____
Attorney-in-Fact

(SEAL)

SECTION VII – PREVAILING WAGES (MDLEG)

"General Decision Number: MI20190079 10/25/2019

Superseded General Decision Number: MI20180079

State: Michigan

Construction Type: Building

County: Calhoun County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	07/05/2019
2	07/19/2019
3	07/26/2019
4	08/09/2019
5	09/20/2019
6	09/27/2019
7	10/25/2019

ASBE0047-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.82	17.88

BOIL0169-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 38.65	26.22

* BRMI0009-031 08/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 31.01	18.56
TILE FINISHER.....	\$ 23.17	13.79
TILE SETTER.....	\$ 24.23	15.56

CARP0525-003 06/01/2019

Rates	Fringes
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CARPENTER, Includes

Acoustical Ceiling

Installation, Drywall

Hanging, and Form Work.....\$ 23.66 20.19

 CARP1102-001 06/01/2019

Rates

Fringes

MILLWRIGHT.....\$ 26.99 24.79

 ELEC0445-011 05/27/2019

Rates

Fringes

ELECTRICIAN.....\$ 33.05 20.70

 ENGI0324-002 06/01/2019

Rates

Fringes

OPERATOR: Power Equipment

GROUP 1.....\$ 39.58 24.35

GROUP 2.....\$ 36.28 24.35

GROUP 3.....\$ 33.63 24.35

GROUP 4.....\$ 31.92 24.35

GROUP 5.....\$ 31.92 24.35

GROUP 6.....\$ 26.06 24.35

GROUP 7.....\$ 23.58 24.35

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50
 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00
 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0340-002 06/19/2017

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 24.43	24.67

LABO0355-022 06/01/2018

	Rates	Fringes
--	-------	---------

LABORER

Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Sandblaster.....	\$ 23.78	12.85
Pipelayer.....	\$ 20.34	12.85

PAIN0312-002 06/01/2018

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 23.74	13.35
PAINTER: Drywall Finishing/Taping.....	\$ 23.74	13.35
PAINTER: Spray.....	\$ 24.94	13.35

PLAS0016-007 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 21.18	12.43

PLUM0333-006 06/01/2019

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 38.19	22.33
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 38.19	22.33

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day,
 if the employee works the work day preceding and following
 the holiday unless proven illness or injury prevents the

employee from working.

 ROOF0070-002 06/01/2018

	Rates	Fringes
ROOFER.....	\$ 27.80	14.64

 SFMI0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.62	21.97

 SHEE0007-004 05/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 32.61	19.66

 SUMI2011-004 02/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 25.23	1.80
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 10.38	0.50
OPERATOR: Bulldozer.....	\$ 19.68	6.64

OPERATOR: Compactor.....	\$ 17.68	6.70
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 17.26	11.42
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

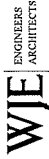
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END OF GENERAL DECISION"

ATTACHMENT A - DEMOLITION PLANS

34 East Michigan Avenue Tower Demolition Plan

34 East Michigan Avenue, Battle Creek, Michigan 49017



WJE ENGINEERS & ARCHITECTS, P.C.
 30750 Telegraph Road, Suite 1050
 Birmingham, Michigan 48025
 248.593.0900 (MI) | 248.593.4552 (TX)
 Headquarters | Laboratory | National Office
 Atlanta | Boston | Chicago | Dallas | Denver | Detroit | Houston | Los Angeles
 Miami | New York | Philadelphia | Phoenix | San Francisco | Seattle | Tampa | Washington, D.C.

Contractor

Project
 34 East Michigan Avenue
 Tower Demolition Plan
 34 East Michigan Avenue
 Battle Creek, MI 49017

Client
 City of Battle Creek
 10 North Division Street
 Battle Creek, MI 49014

Mark	Date	Description
1	10-25-19	OWNER'S REVIEW

Project No. 2019-0705
 Date 10/30/2019
 Drawn JDB
 Checked RJS/BPC
 Scale As Noted

General Notes and Building Layout

Sheet Title

S0.0

GENERAL NOTES

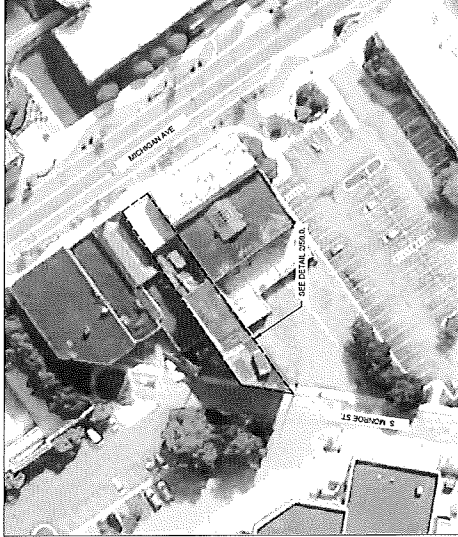
- The project is being undertaken due to the progressive collapse, in September 2018, of the tower portion of the building. The contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light.
- The project is to be performed at 34 East Michigan Avenue in Battle Creek, Michigan. The work shall be performed in accordance with the Michigan Occupational Safety & Health Administration (MIOSHA) regulations and the Michigan State Police. The contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light.
- The contractor shall verify all existing conditions at the job before starting the demolition. The contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light.
- The contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light.
- Following additional review and coordination with Engineer, provide permanent joint with capable of providing required structural capacity for gravity and lateral loads.
- The Contractor shall verify all existing conditions at the job before starting the demolition. The contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light.
- Coordinate construction activities and access with the Engineer's requirements.
- Existing Mechanical, Electrical, and Plumbing elements are not shown and are not readily known. Contractor should arrange for necessary de-energization of existing electrical systems, including but not limited to, de-energization of the HVAC system, etc. to disconnect the tower from the remaining portions of the building. Utility services should be maintained or only temporarily suspended and should be restored to service as soon as possible. The contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light.
- Hazardous materials - The materials status of the existing building components has not been specifically tested or abated. Due to the nature of building contents, including but not limited to, asbestos, lead, and other hazardous materials, the contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light. Proper testing, removal, and disposal methods are required for all of the demolition debris.
- Adjacent buildings are to be protected from damage. This includes protection of the exposed roof area and temporary shoring as needed. Adjacent and nearby buildings should be inspected for movement prior to, during and following demolition efforts.
- At exterior, coordination of existing power poles and power lines will be required prior to demolition. Coordinate with utility company and affected neighbors.
- Do not scale drawings. Details not shown, detailed drawings, or called for in these notes shall be constructed to same size and character as for similar buildings. This includes, but is not limited to, steel, cast-in-place concrete, and other materials.
- The contractor shall be responsible for all construction means and methods.
- The contractor shall be responsible for all construction means and methods. The contractor shall take necessary precautions to protect the structural members that are to remain in place and the members that will be removed for re-use. The contractor shall coordinate with the City of Battle Creek and the Michigan State Police regarding the demolition of the tower portion of the building and the temporary relocation of power lines and temporary removal of a power pole and light.
- Do not place or store construction materials or equipment on the structure that may damage existing or other structural elements.
- Coordinate and obtain inspections required for the work.
- All construction shall be performed and the site shall be maintained in accordance with Michigan Occupational Safety & Health Administration (MIOSHA) Construction Safety & Health Administration (MIOSHA) regulations.

INDEX TO DRAWINGS

Sheet No.	Drawing Title
S0.0	General Notes and Building Layout
S1.0	Floors 1-3 Demolition Plans
S1.1	Floors 4-8 Demolition Plans
S2.0	Demolition Drawings

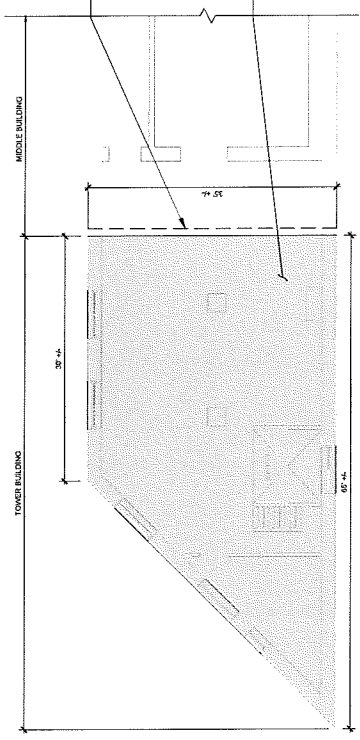


1 BUILDING LAYOUT

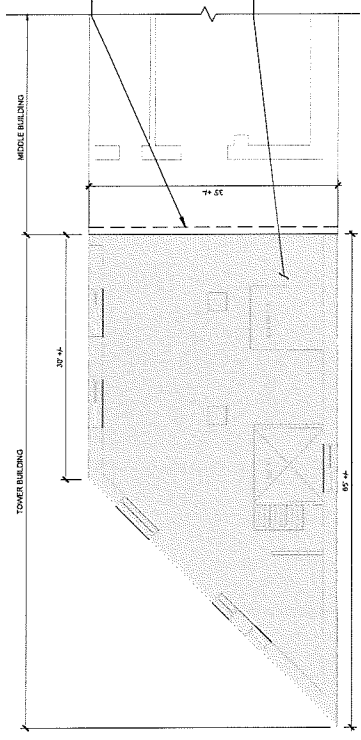


2 SITE LOCATION PLAN

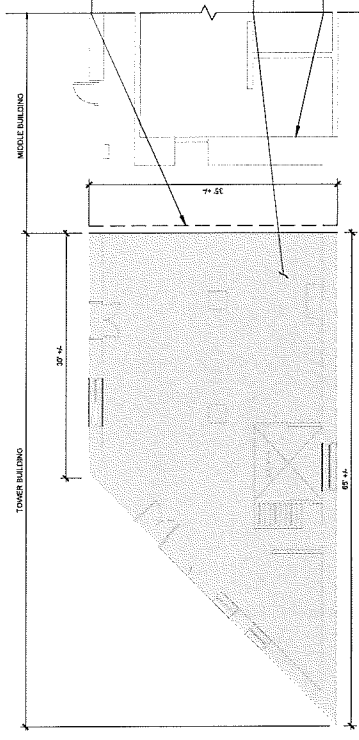
NOTE: FLOOR LAYOUTS AND DIMENSIONS ARE APPROXIMATE AND ARE BASED ON INFORMATION PROVIDED BY OTHERS.



3 THIRD FLOOR DEMOLITION PLAN



2 SECOND FLOOR DEMOLITION PLAN



1 FIRST FLOOR DEMOLITION PLAN

WJE ENGINEERS ARCHITECTS
 WJE Engineers & Architects, P.C.
 30700 Farmington Road, Suite 5000
 Birmingham, Michigan 48025
 248.593.8900 tel | 248.593.8532 fax
 Michigan & California Professional Seals
 Florida Professional Seal (FL 00000000) New Jersey Professional Seal
 Pennsylvania Professional Seal (PA 00000000) South Carolina Professional Seal

Consultants

Project
 34 East Michigan Avenue
 Tower Demolition Plan
 34 East Michigan Avenue
 Battle Creek, MI 49017

Client
 City of Battle Creek
 10 North Division Street
 Battle Creek, MI 49014

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Project No. 2019-0705
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 Scale As Noted

Floors 1-3 Demolition Plans

Sheet No. S1.0

