

REQUEST FOR PROPOSAL (RFP)

for

First Street Buildings Demolition

**Village of Waterford, WI
123 N River St.
Waterford, WI 53185**



August 2019

VILLAGE OF WATERFORD REQUEST FOR PROPOSALS

PROJECT NAME: 1ST STREET BUILDINGS DEMOLITION

SECTION A

NOTICE TO BIDDERS

The Village of Waterford, Wisconsin will receive Requests for Proposal (RFP) until 4p.m. on August 21, 2019 for demolition of 4 residential homes located at: 206, 300, 304 and 306 1st Street in the Village of Waterford. The contractor is responsible for all notifications and fees for the demolition and site restoration on all properties listed. The Village has removed all asbestos with a third-party contractor.

DEMOLITION TO INCLUDE:

- Removal of the structure and miscellaneous debris
- Removal of all out buildings associated with the properties
- Removal of all foundations, concrete slabs, driveways
- All waste material must be hauled to an approved landfill site
- All foundation holes will be filled with clean fill which will be Village approved material
- Each excavation site must be mechanically compacted
- The finished site is to be graded back to the existing grade
- Each excavation site will be covered with 3 inches of black dirt, seeded and have a covering straw applied
- There are several existing mature trees the Village plans to keep on several of the properties and they shall not be damaged or removed. The Village will have these trees marked before bidding and during demolition
- The Contractor shall be responsible for all water and sewer disconnections. 300 1st is the only house that has no connection to the water or sewer.
- The sewer at 304 1st Street exits north into the vacant lot where the river crossing main is located. This sewer will be capped at the lot line and have a sewer board installed for future locating
- The Village of Waterford will arrange the disconnection and removal of all gas and electric utilities
- Proper soil erosion practices must be used due to the proximity of the river
- Contractor must contact Diggers Hotline to have all sites marked before any work can commence

RFP's are to be addressed to the Village of Waterford and mailed or delivered to the Village of Waterford, 123 North River Street, Waterford, Wisconsin 53185.

RFP's shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project, bidder's name and address.

The Owner reserves the right to waive any irregularities or reject any or all bids.

Further information may be obtained from the Village of Waterford Department of Public Works at 801 Ela Ave or by emailing Jim Bergles at jbergles@waterfordwi.org.

VILLAGE OF WATERFORD

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS FOR BUILDING DEMOLITION PROJECT

SECTION B

1. Defined Terms:

1.1. The term "Village" means the Owner, the Village of Waterford.

1.2. The term "Bidder" means one who submits a Bid directly to the Village, as distinct from a sub bidder who submits a bid to a Bidder.

1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Village shall make an award of the Contract.

1.4. The term "RFP Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.

1.5. The term "Engineer" means the Village hired engineer.

2. Qualifications of Bidders:

2.1. Bidders must be licensed contractors in the State of WI

2.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting an RFP, the Bidder certifies that he or she has the proper license to do the work within and/or for the Village of Waterford, including contractors and business license.

EXAMINATION OF THE CONTRACT DOCUMENTS AND PROJECT SITES:

3. It is the responsibility of the Bidder to:

- a. Thoroughly examine the Contract Documents.
- b. Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect cost, progress, performance or furnishing of the work,
- c. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
- d. Study and carefully correlate the Bidders observations with the Contract Documents, and
- e. Notify the Village of all conflicts, errors or discrepancies found in the Contract Documents.

3.2. The submission of an RFP will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

4. Bid Form:

4.1. The Bid Form is included in the RFP Documents.

4.2. All blanks on the Bid Form must be completed, either in black ink or typewritten.

4.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.

4.4. Bids by a partnership must be signed by all partners.

5. Bonds:

5.1. Due to the dollar amount of the contract and time for construction, no bonds will be required for the project. However, no payment shall be made to the contractor until the project is completed and accepted by the Owner. Should the project be delayed for some reason that is not the fault of the Contractor, a performance bond for the remainder of the work may be submitted and payment made.

6. Signing of the Agreement:

6.1. When the Village submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the Village, accompanied by a certificate of insurance. The Village, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

7. Notice of Award:

7.1. The Village may give the Successful Bidder a Notice of Award at any time within 20 days from the date of opening of bids. The Successful Bidder shall begin the work no less than twenty days from the receipt of the Notice of Award or no less than ten days from the date of his or her receipt of the fully executed agreement, whichever is later.

8. Indemnity

8.1 The contractor will indemnify and save harmless the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Village, its officers, agents, servants and employees.

9. Insurance

9.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

LIABILITY

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
Damage to rented premises	\$ 500,000 each occurrence
Medical Expense any one person	\$10,000
Personal & Advance Injury	\$1,000,000
General Aggregate	\$ 2,000,000
Products - comp/op AGG	\$2,000,000

Automobile Liability

Any auto	\$1,000,000 each accident
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Umbrella Liability

Each Occurrence	\$5,000,000
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Workers Comp and Employers Liability

E.L. each accident	\$1,000,000
E.L. disease - each employee	\$1,000,000
E.L. disease - policy limit	\$1,000,000

Leased / Rented Equipment

Limit	\$50,000
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SECTION C

VILLAGE OF WATERFORD

PROPOSAL FOR THE 1st STREET BUILDING DEMOLITION PROJECT

Name of Bidder _____

In compliance with your legal Notice to Bidders for the Village of Waterford, WI Demolition Project, the undersigned bidder, a corporation organized and existing under the laws of the State of Wisconsin, or a partnership of _____ or an individual doing business as _____, of the Village of Waterford, State of Wisconsin, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL RFP PRICE FOR BUILDING DEMOLITIONS AT 206, 300, 304 and 306 1st STREET IN THE VILLAGE OF WATERFORD, NOT TO INCLUDE ASBESTOS REMOVAL IS:

_____ **DOLLARS AND** _____ **CENTS**

BIDDER understands that the Village reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, the Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: _____ Contractor's Name

Seal--if bid is by a corporation.

SECTION D

**VILLAGE OF WATERFORD, CONSTRUCTION CONTRACT FOR 1ST STREET BUILDING
DEMOLITION PROJECT**

This AGREEMENT made this _____ day of _____, 2019 by and between the Village of Waterford, hereinafter referred to as the "Village" and

_____ hereinafter referred to as the "Contractor," witnesses that the Village and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as building demolition of four buildings and grading of each site to the existing grade. The Contractor shall furnish all labor and materials necessary to facilitate the Project as described in the Contract documents. The Village will provide the black dirt to cover each site but it must be hauled in by the contractor.

2. Engineer:

2.1. The Project has been initiated by the Village Director who is hereinafter referred to as the "Project Manager," and who is to act as the Village representative, assume all duties and responsibilities and have the rights and authority assigned to the Director in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be substantially completed within 30 calendar days from the date when the Contract Time commences.

4. Contract Price and Payment Procedures:

4.1. The Village shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ _____

4.2. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Director, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Village will make payment within thirty (30) days from the request for payment.

5. Other Considerations:

5.1. IN WITNESS WHEREOF, the Village and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Village and the Contractor.

5.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Village of all the work therein.

Village of Waterford

Contractor

By: _____ By: _____

Title: _____ Title: _____

(SEAL) (SEAL)

Attest: _____ Attest: _____

Date: _____ Date: _____

Address for giving Notices:

Village of Waterford
123 N River Street
Waterford, WI 53185

APPROVED AS TO FORM:

_____ Village