



BIDDER: _____

BID FORM

TECUMSEH PRODUCTS BUILDINGS DEMOLITION WASTE DISPOSAL

1604 Michigan Avenue

City of New Holstein, Calumet County, Wisconsin

PROJECT NO. 193705416

April 15, 2021

Opening Time: 2:00 PM

Opening Date: May 6, 2021

1.01 Sealed bids must be received at the office of the City of New Holstein Administrator/Clerk-Treasurer, no later than 2:00 PM, May 6, 2021, to be publicly opened and read aloud shortly after that time.

Cassandra Langenfeld
Administrator/Clerk-Treasurer
City of New Holstein
City Hall
2110 Washington St
New Holstein, WI 53061

Sealed envelopes should be clearly labeled "FORMER TECUMSEH MANUFACTURING BUILDINGS DEMOLITION WASTE DISPOSAL". Email or facsimile machine transmitted bids will not be accepted. If sent by mail or courier, then sealed envelope containing the bid must be enclosed in another envelope addressed to the City of New Holstein, "FORMER TECUMSEH MANUFACTURING BUILDINGS WASTE DISPOSAL", Attention: Administrator/Clerk-Treasurer, at the above address. Bids received prior to the time of opening will be securely kept and unopened. Bids arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned and unopened. Mailed bids which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

1.02 The Project is partially being funded by a federal US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). City of New Holstein will not award the work until the Wisconsin Department of Administration/HUD CDBG executed funding agreement is in place and the required Environmental Review Documentation has been approved.

1.03 The opening and reading of bids shall not be construed as acceptance by the City of New Holstein. The City of New Holstein reserves the right to determine the competence as well as the financial and operational capacity of any Bidder. Upon request of the City of New Holstein, the Bidder or Contractor shall furnish evidence as may be required by the City of New Holstein to evaluate its ability and resources to accomplish the Work required by the specifications herein.

1.04 COMPLIANCE WITH 24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR CDBG PROGRAMS

As the Project is partially being funded by a CDBG, the requirements under 24 Code of Federal Regulations (CFR) 570.489(h) Conflict of Interest Clause for CDBG Programs applies.

(1) Applicability.

(i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;
- (vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations.

1.05 All Bidders must complete the Potential Conflict of Interest Disclosure form and submit it with the signed Bid Form.

1.06 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.07 All bid proposals shall remain valid for a period of 45 days after the bid opening. The City of New Holstein reserves the right to review all bids submitted, and may award a contract for all or any portion of the Work within said 45 day period. The City of New Holstein reserves the right to award a contract to the low, responsible bidder, or any bidder that is determined by the City of New Holstein to be in the best interest of the City of New Holstein.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder has carefully studied all: reports of explorations and tests of subsurface conditions at, or contiguous to, the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to, the Site (except Underground Facilities) which have been identified and included in the Technical Provisions, the 2018 Final Building Materials Assessment and the 2018 Tecumseh Building Structural Condition Assessment.

- D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at, or contiguous to, the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from reports identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

5.01 Bidder further represents that:

- A. The prices in this Bid have been arrived at independently, without consultation, communication, or agreement as to any matters relating to such prices with any other Bidder or with any competitor for the purpose of restricting competition.
- B. The prices in this Bid have not or will not be knowingly disclosed to any other Bidder or competitor prior to opening of the Bids.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

5.02 Bidder understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Bidder's responsiveness, responsibility, and qualifications before awarding a contract. Bidder hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Bidder's rights to challenge a contract pursuant to law.

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

For materials that will be recycled such as steel, etc., Contractor shall include location(s) to receive these materials with the Bid.

If based on actual material characteristics, changes in disposal location is required, Contractor shall make a written request to the Owner. Request shall include their reason for the change and new disposal location information.

No.	Item	Units	Estimated Qty	Total Price
1	MATERIALS, EQUIPMENT AND LABOR NECESSARY TO DISPOSE OF DEMOLITION WASTE CO-MINGLED WITH NON-FRIABLE CATEGORY I ASBESTOS AT A WISCONSIN-LICENSED LANDFILL AS DEFINED IN THE CONSTRUCTION DOCUMENTS AND IN THE TECHNICAL SPECIFICATIONS	TN	17,750	\$ _____
2	MATERIALS, EQUIPMENT AND LABOR NECESSARY TO DISPOSE OF DEMOLITION WASTE CO-MINGLED WITH NON-FRIABLE CATEGORY II ASBESTOS AT A WISCONSIN-LICENSED LANDFILL AS DEFINED IN THE CONSTRUCTION DOCUMENTS AND IN THE TECHNICAL SPECIFICATIONS	TN	1,000	\$ _____
TOTAL BASE BID				\$ _____

7.01 The City of New Holstein shall have the right to cancel and terminate the Contract at any given time with or without cause for reasons which it believes to be in the best interest of the City of New Holstein by giving thirty (30) days written notice to the Contractor.

7.02 Work under this Contract shall be substantially completed by October 22, 2021 unless extended or by change order between the City of New Holstein and Contractor. Time limits stated in the Contract Documents are of the essence of the Contract. By submitting a bid, Bidder confirms that the Contract completion date or contract time is a reasonable period for completing the Work. Bidder shall proceed expeditiously with adequate forces to achieve final completion within the stipulated Contract completion date or contract time.

7.03 City of New Holstein may delay the commencement of the work, or any part therefore, due to unforeseen circumstance or conditions which have a bearing on the work required under this bid for any other reason it is deemed to be in the best interest of the City of New Holstein to do so. Bidder shall have no claim for additional compensation on account of such delay, but shall be entitled to an extension of Contract time as determined by the City of New Holstein. The City of New Holstein and Bidder agree that it is the sole burden of Bidder to notify the City of New Holstein, as soon as practicable, whenever Bidder considers that an action or inaction of City of New Holstein could result or has resulted in a delay in the Work, thereby providing the City of New Holstein with the opportunity to take action to avoid or lessen any delays or damages that might be associated with such action or inaction.

7.04 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.05 Bidder has submitted references for similar work.

Project/Contact Name/Phone Number/Email Address

7.06 Bidder has submitted the names and contact information for the proposed subcontractors. Bidder acknowledges that Bidder and subcontractor names will be searched on the System for Award Management website www.sam.gov/SAM. City of New Holstein cannot award the contract to Bidders or subcontractors which are debarred or suspended, or is otherwise excluded from or ineligible for, participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension" [24 CFR 85.35].

Company Name/Contact Name/Address/Phone Number/Email Address

8.01 The following documents are attached to and made a condition of this Bid:

- A. Signed Potential Conflict of Interest Forms for Bidder and Subcontractors

SUBMITTED on _____, 2021.

If Bidder Is:

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business Street Address (No P.O. Box #'s):

Phone No.: _____ Fax No.: _____

Email: _____

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business Street Address (No P.O. Box #'s):

Phone No.: _____ Fax No.: _____

Email: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

Business Street Address (No P.O. Box #'s):

Phone No.: _____ Fax No.: _____

Email: _____

END OF DOCUMENT

Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Former Tecumseh Manufacturing Buildings Abatement and Demolition Project
City of New Holstein

Do you have family or business ties to any of the people listed below?

Yes

No

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- Jeffrey Hebl, Mayor
- Kelly Sippel, Municipal Judge
- Scott Konkle, Council President
- Francis Schmitz, Alderman
- Gene P. Woelfel, Alderman
- Richard Snelson, Alderman
- Norman Propson, Alderman (outgoing)
- Bradley Hess, Alderman
- Terry Thiessen, Alderman (outgoing)
- Scott Konkle, Alderman
- Bob Bosma, Alderman(outgoing)
- Ranee Raether, Alderman (incoming)
- Becca Mosier, Alderman (incoming)
- Eric Mayer, Alderman (incoming)

CITY ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- Cassandra Langenfeld, Administrator/Clerk-Treasurer
- Lori Beck, Deputy City Clerk/Deputy Treasurer
- Jason Meyer, Director of Public Works/Weed Commissioner
- Gary Jahn, City Attorney

ENGINEERING AND CONSULTING FIRM(S):

- Gord Johnston, CEO, Stantec Consulting Services Inc.

Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

Description of Relationship(s):

Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the City of New Holstein meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

Printed Name of Individual

Title

Signature

Name of Business/Firm/Company

Date Signed [MM/DD/YYYY]

Technical Specifications for Tecumseh Waste Disposal

Former Tecumseh Manufacturing Buildings

City of New Holstein, Wisconsin

April 14, 2021

Project No. 193705416

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1 SUMMARY OF WORK

A. GENERAL

This Section describes the project in general and provides an overview of the extent of the work to be performed.

B. DESCRIPTION OF THE PROJECT

The Bid consists of disposal of demolition waste commingled with non-friable Class I or Class II asbestos-containing building materials (ACBMs) as defined in this bid document from the buildings and above ground structures located on the former Tecumseh Manufacturing property at 1604 Michigan Avenue, City of New Holstein, WI.

C. WORK BY OTHERS

The demolition of the former buildings and above ground structures and the loading and hauling of the demolition waste shall be done by others under a separate contract.

F. PAYMENT

The work specified in this Section shall be considered incidental and no separate payment will be made.

* * * * *

2 DISPOSAL

A. SCOPE

This Section addresses the provisions, responsibilities and work necessary for the disposal of demolition waste commingled with non-friable Class I or Class II ACBMs at a Wisconsin-licensed landfill from the demolition of the existing aboveground buildings and structures at the former Tecumseh Manufacturing property at 1604 Michigan Avenue, City of New Holstein, WI.

SAFETY

All work under this contract shall be done in conformance with the rules and regulations pertaining to safety established by OSHA, the Wisconsin Administrative Code, and all local codes and requirements.

SUBMITTALS DURING DISPOSAL

Manifests/load tickets for disposed of materials. Copies of the manifests/tonnage reports of material transported to the landfill shall be available at the end of each day.

DISPOSAL DOCUMENTATION

Documentation shall be provided for all demolition material arriving on the disposal site facility. The documentation at a minimum will include a description of materials received, quantity of the materials received, and date the materials were received.

REGULATORY REQUIREMENTS

Conform to applicable codes for disposal work, safety of personnel, and procedures applicable when demolition materials are handled.

Obtain required permits from authorities having jurisdiction for the work type.

SCHEDULING OF DISPOSAL

Coordinate schedule and sequence work with others under contract to the City of New Holstein for the demolition of all structures located at 1604 Michigan Avenue, City of New Holstein, WI.

B. MATERIALS

The Contractor shall provide all materials and equipment in suitable and adequate quantities as required to accomplish the work shown, specified herein, and as required to complete the project.

C. WORKMANSHIP

Contractor shall notify the Owner a minimum of five (5) days prior to disruptions of service or operations due to disposal activities.

D. PAYMENT

Payment will be based on the unit price as stated in the Bid for Disposal of demolition waste commingled with non-friable Class I or Class II ACBMs from the demolition of the existing aboveground buildings and structures at the former Tecumseh Manufacturing property at 1604 Michigan Avenue, City of New Holstein, WI.

The unit price shall constitute full compensation for all labor, materials, equipment, and incidentals necessary to dispose of demolition waste from the buildings and above ground structures located on the former Tecumseh Manufacturing property at 1604 Michigan Avenue, City of New Holstein, WI.

3 SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

A. CONTRACTOR'S RESPONSIBILITY FOR SAFETY

The Contractor shall be solely and completely responsible for safety. This requirement shall apply continuously and not be limited to normal working hours. Neither the Owner nor their representatives are responsible for safety.

B. CONSTRUCTION SAFETY PROGRAM

1. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for initiating, maintaining, and supervising safety, property loss prevention, and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the work and all other persons including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of the Owner who may visit the jobsite or be affected by the work.

2. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL LAW

All work, whether performed by the Contractor or its Subcontractors at any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools, and like items incorporated or used in the work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations, and requirements of the Owner or its designee and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

3. CONTRACTOR'S INDEMNITY OF THE OWNER FOR CONTRACTOR'S NONCOMPLIANCE WITH SAFETY PROGRAM

The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend, and hold the Owner and its designee harmless from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Subcontractors at any tier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of these Contract Documents. The Contractor shall not be relieved of its responsibilities should the Owner or its designee act or fail to act pursuant to its rights hereunder. The Owner or its representative shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, by virtue of providing field observation on safety issues.

Contractor shall not raise as a defense to its obligation to indemnify under this Section any failure of those indemnified hereunder to assure Contractor operates safely, it being

understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

In any and all claims against those indemnified hereunder by any employee of the Contractor, any Subcontractor of any tier, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation below shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor of any tier under any workers' compensation act, disability

C. REPORTING REQUIREMENTS

If serious injury or damage occurs, the accident shall be reported immediately by telephone to the Owner and to appropriate local authorities. The Contractor must submit to the Owner a report of each accident reportable under Worker's Compensation Law, which includes identification of corrective actions to reduce the probability of a similar accident. This report shall be prepared and signed by the Contractor's safety professional.

The Contractor must submit to the Owner, within 48 hours of receipt, a copy of any citations concerning safety aspects of the project received from OSHA or any other agency.

If a claim is made by anyone against the Contractor or any Subcontractor resulting from an accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the claim, including investigation and restitution.

D. PAYMENT

The work specified in this Section shall be considered incidental and no separate payment will be made.