



## **REQUEST FOR PROPOSALS**

### **Demolition of Northville Downs Racetrack and Surrounding Property**

Issue Date: January 8, 2024

Pre-Bid Question Deadline: January 11, 2024, 1:00 PM EST

**Deadline for receipt of Bids: January 12, 2024 2:00 PM EST**

Bids must be received and in the possession of the City Clerk's office by the Deadline for Receipt of Bids, at:

City of Northville  
City Clerk's Office  
215 W. Main St.  
Northville, Mi 48167

Michael Smith  
City Clerk  
[msmith@ci.northville.mi.us](mailto:msmith@ci.northville.mi.us)

Mike Domine  
Public Works Director  
[mdomine@ci.northville.mi.us](mailto:mdomine@ci.northville.mi.us)

## I. PROCEDURES

**A. SUBMISSION AND RECEIPT OF BID:** In order for a bid to receive consideration, it must be received prior to the deadline above. No bids will be accepted after the time specified as the deadline for bids. The City reserves the right to postpone the bid opening for its own convenience. Bids must be clearly labeled **“DEMOLITION OF NORTHVILLE DOWNS RACETRACK AND SURROUNDING PROPERTY”** and shall be sealed when submitted. Bids shall be mailed or delivered to the City of Northville 215 W. Main St, Northville, MI 48167. Bids are considered received when *in the possession of the City Clerk’s office.* It is the proposer’s responsibility to ensure that bids are received in the proper location.

**B. OFFICIAL DOCUMENTS:** The City of Northville, Michigan officially distributes bid documents from the Financial Services Department through the Michigan Intergovernmental Trade Network (MITN). Official documents can be obtained on-line at [www.bidnetdirect.com/mitn](http://www.bidnetdirect.com/mitn).

**C. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** Any interpretation to a proposer regarding the Bid or any part thereof is valid only if given by the City’s Director of Public Works. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the Director of Public Works. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered. Any inquiries related to bid or product specifications should be sent to the Director of Public Works.

**D. CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid will be posted on the MITN website and will also be on file in the City Clerk’s Office. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.

**E. AWARD:** The contract will be awarded to that responsible, responsive firm whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. *The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received.* Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Proposers may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Proposer’s intent.

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**F. WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.

**G. DEFAULT:** No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due the City.

**H. TO COMPLY:** For failure to deliver or perform in accord with the accepted bid, the City may consider the contractor in default and take steps to protect the City's interest. The City may, without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.

**I. NON-COLLUSION CLAUSE:** By signing and submitting this bid, proposer states that his bid is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

**J. NON-DISCRIMINATION CLAUSE:** By signing and submitting this bid for consideration of an award by the City of Northville, the contractor and any subcontractor covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

**K. JURISDICTION AND VENUE:** Any dispute arising under the contract may only be filed in a court of competent jurisdiction in the State of Michigan. All disputes arising under the agreement shall be governed by Michigan law, except those that would direct application of the laws of another jurisdiction.

**REQUEST FOR PROPOSALS (RFP)**  
**Demolition of Northville Downs Racetrack & Surrounding Property**

Site Location: Northville Downs, Northville, MI

**INSTRUCTIONS:**

Contractor should submit a bid for complete demolition as shown on attached Exhibit A (Seiber Keast demolition plan dated of the following:

- All above ground structures including clubhouse
- Racetrack
- All slabs including foundation and footings
- All pavement
- Gravel parking lots down to virgin ground
- Chain link/iron fencing
- Bollards
- Light poles and concrete footings
- Non-active power poles
- All trees and stumps (per attached plans, pages 6, 7A, 7B, 7C)
- All underground abandoned utilities and structures (see Note 21)
- Environmental remediation as shown on attached Exhibit B (McDowell Asbestos Survey dated March 26, 2018)
- Additional underground environmental report to be provided within the next 14 days which remediation work will also be added to the contract.

**NOTES / REQUIRMENTS:**

1. Contractor to acquire all necessary demolition permits, sewer/water caps permits.
2. Owner to obtain and supply necessary utility shut offs (gas, electric, water). Contractor to cut/cap sewer at time of demolition in compliance with city code, contractor to confirm with the City of Northville to see if required to be capped before demolition begins.
3. Contractor to install silt fence and chain link fence with fabric screening and dust control around perimeter of site. Contractor may propose to leave portion of existing chain link fence in place.
4. Contractor responsible to maintain silt fence in good condition during term of demolition.
5. Indicate if fence is temporarily rented or will be owned by Property Owner and can be left in place.
6. Contractor responsible for proper security of site, including limiting site access, posting No Trespassing signs and monitoring.
7. Contractor is required to perform an environmental/asbestos survey by a licensed abatement contractor. If asbestos is encountered, by state law, Contractor is required to stop work immediately until testing is done and all asbestos is abated.
8. Contractor must remove and dispose of all debris off site in a legal manner including any excess material from racetrack soil.
9. Contractor must provide dust control on site during all demolition.

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10. Contractor shall list all assumptions including items specifically included and items specifically excluded.
11. Contractor shall list any subcontractors for any work not self-performed by Contractor.
12. Contractor to maintain proper hours of operation.
13. Contractor should list any value engineering issues or recommended changes which would result in better value to Owner.
14. Certificate of Insurance, and endorsements, shall be provided listing the City of Northville, Franklin Construction Co LLC, Hunter Pasteur Northville LLC, Wayne County Land Bank and Wayne County as additional insured.
15. Bids should list pricing and quantities for each Scope separately.
16. Bid should be firm through December 2024. Expected start date is February 2024.
17. Bids should indicate duration of job from commencement to completion.
18. Sidewalks along Center Street and 7 Mile are to remain in place.
19. Retaining wall at Farmer's Market (parcel on west side of Center Street) to remain in place.
20. Prior to construction, Owner and Contractor shall meet with City to confirm construction traffic route.
21. There will be additional unidentified underground utilities and structures uncovered during the demolition process. Please provide estimate on T&M basis to remove and backfill these. All demolition of underground utilities and structures shall be backfilled with imported sand engineered in place in 1 ½ foot lifts, compacted to 95%. Prior to any backfilling, Owner shall be provided 48 hr notice to have onsite geotechnical consultant to witness and test compaction backfill.

### **SUBCONTRACTS**

Any subcontracted services proposed by the bidder shall be described and information provided as to the nature of the services the subcontractor provides as it relates to this proposal. The bidder shall include the name of the subcontractor, describe prior business relationships with these firms, the experience and qualifications of said entities, and describe methods the contractor will employ to manage the subcontractor. The financial and legal relationship between the bidder and the subcontractor must be described in the proposal and approved by the City prior to initiation of a contract. Bidders and their subcontractors must comply with all confidentiality laws and will be responsible for standard insurance requirements, which are part of these specifications.

### **SUBMITTAL INSTRUCTIONS**

Proposals will be received until **2:00 pm local time on January 12, 2024** at the Northville City Hall, City Clerk's Office, 215 W. Main Street Northville, MI 48167, at which time and place the bids will be opened. All submittals shall be in a sealed, clearly marked envelope. Envelopes should indicate the name of the bidder and **"DEMOLITION OF NORTHVILLE DOWNS RACETRACK AND SURROUNDING PROPERTY"**.

Submittals shall consist of one clearly marked original and two copies of response which shall be signed and submitted to the Clerk's Office no later than the time and date specified in this solicitation. Timely submission of the response is the responsibility of the bidder. An electronic PDF version of the entire proposal package must be provided upon request after the submittal deadline.

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Bids submitted may not be withdrawn or modified for 60 days following the date on which they are opened by the City Clerk.

The City of Northville reserves the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the City, to waive irregularities in any proposal, and to accept a proposal which best meets the needs of the City irrespective of the bid price.

This Request for Proposals is not an offer of contract. Receipt of a proposal neither commits the City to award a contract to any party, even if all requirements stated in this proposal are met, nor limits the City's right to negotiate in its best interest. The City reserves the right to contract with a bidder whose proposal is determined to be in its best interests. The City reserves the right to reject any and all offers received. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.

Expenses incurred in the preparation of proposals in response to this Request for Proposals are the bidder's responsibility. No work performed by the selected contractor that is out of the scope as defined by the contractor's proposal will be reimbursed unless specifically authorized by the City in writing.

All proposals are subject to the Michigan Freedom of Information Act. Once bids are opened, the information contained therein becomes accessible by the public.

### **TAXES, TERMS, AND CONDITIONS**

The City of Northville is exempt from Federal Excise, State Sales Tax, and Personal Property Tax.

If awarded the contract, the company will be required to perform the scope of work as described in this RFP and any written addendum, unless departure or substitution is clearly noted and described in the proposal. The City reserves the right to determine if a service being proposed is equal to the specified service requested.

In the case of default by the contractor, the City may procure services from other sources and hold the company responsible for any excess costs incurred. In case of error by the company, the City may, by discretion upon presentation of a written explanation by the company substantiating the error, reject the Contract and award to the next qualified company. Such error may be subject to default conditions.

### **QUESTIONS**

Questions regarding this Request for Proposals shall be directed, in writing, to Mike Domine, Director of Public Works, 215 W. Main Street, or by email at [mdomine@ci.northville.mi.us](mailto:mdomine@ci.northville.mi.us) not

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later than January 11, 2024 at 1:00 pm local time. All questions will be answered in writing, via email response to the sender, and posted as an addendum to the RFP.

**BID FORM**

**RFP**

**DEMOLITION OF NORTHVILLE DOWNS RACETRACK AND SURROUNDING  
PROPERTY**

Proposal Issued December 27, 2023

The Undersigned hereby offers and agrees to furnish the service in compliance with all terms, scope of work, conditions, specifications, and addenda in the RFP.

Addenda: The Undersigned has read and understands the RFP with all exhibits thereto, together with any written addendum issued in connection with any of the above. The Undersigned hereby acknowledges receipt of the following addenda:

\_\_\_\_\_  
(write "none" or "n/a" if none)

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell/Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The Undersigned, by submission of this proposal, hereby agrees to be obligated, if selected to provide the stated services to the City, for the term stated herein, and to enter into an Agreement with the City in accordance with RFP and any written addenda as specified above.

The Undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with these requirements, and if awarded a contract, the respondent is currently and will remain in compliance with applicable provisions of the City's Charter and Code of Ordinances.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

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

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Printed Name/Title: \_\_\_\_\_



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**INDEMNITY AND INSURANCE**

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its employees, elected and appointed officials, agents, and volunteers from and against any and all claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorneys' fees and cost of defense), proceedings, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and / or any activity associated with the work of the contractor, its agents, employees, subcontractors, or sub-consultants.

Nothing in this agreement requires the Contractor to defend and/ or indemnify the City for claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), proceedings, orders, and decrees caused by, arising out of, or resulting from the sole negligence of the City, its employees, elected and appointed officials, agents, and volunteers, or for any amount greater than the degree of fault of the contractor and that of his or her respective sub-consultants or subcontractors. The obligation of the contractor to defend, indemnify and hold harmless the City shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within fifteen (15) working days of Notice of Award, Certificates of Insurance as well as **required endorsements** providing insurance coverage as follows:

- (A) Workers' Compensation Insurance – including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (B) Comprehensive General Liability Insurance – on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent, including Explosion, Collapse, and underground (XCU), if applicable.
- (C) Automobile Liability Insurance - Including Michigan No-Fault Coverage's with limits of liability no less than \$1,000,000 per occurrence, combined single limit for bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.
- (D) Additional Insured – Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insured: The City of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Northville, Franklin Construction Co LLC, Hunter Pasteur Northville LLC, Wayne County Land Bank and Wayne County as additional insured coverage afforded is

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considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.

(E) Cancellation Notices – All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written notice of Cancellation, Non-Renewal, shall be sent to: Michael Smith, Clerk, Cit of Northville, 215 W. Main Street, Northville, Michigan 48167.

(F) Proof of Insurance – The contractor shall provide the City at the time that the contracts are returned by him/her for execution, a copy of Certificates of Insurance as well as **required endorsements** for all coverage's as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the City at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City. The requirement above should not be interpreted to limit the liability of the contractor. All deductibles and SIR's are the responsibility of the Contractor.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractors or to provide evidence that each subcontractor carries such insurance in like amount showing the City of Northville as "ADDITIONAL INSURED" prior to the time such subcontractor proceeds to perform under the contract.

**Project Name: Northville Downs Scope 2 Demo**

Per McDowell Asbestos Survey dated March 26, 2018 and Seiber Keast demolition plan dated April 14, 2023

	<b>Scope 2</b>	Quantity	Quote
1	Remove above ground structures and associated foundations and footings		
2	Remove race track aggregate: estimated 1' in depth		
3	Remove all pavement including asphalt, concrete, pavers, curb and gutter		
4	Remove gravel parking areas: includes base material under pavement - assumed removal depth 6"	YD	
5	Remove all above ground appurtenances including bollards, fencing, posts, light poles, etc.		
6	Remove all trees and stumps as noted in provided plans pages 6 and 7A: permitting by others		
7	Remove abandoned underground utilities as noted in drawing provided		
8	Environmental remediation: asbestos abatement per McDowell Asbestos Survey dated 3/26/18		
9	Backfill structures with class 2 sand and compact: density testing by others	Tons	
10	Miscellaneous: includes permitting, sanitation measures, and mobilization		
11	Provide and install industrial grade 6' chain link fencing. Fencing to be removed upon job completion. Includes wind screening and locking gates.	LF	
12	Provide, install and maintain soil erosion fencing: Soil erosion permitting by others.	LF	
	<b>Total Bid</b>		
	<b>Potential Credits:</b>		
A	Discount to stockpile on site gravel (not asphalt) from parking lot. (Please estimate quantity)		
B	Discount to stockpile aggregate from track surface. (Please estimate quantity)		
	<b>Potential Additions:</b>		
C	Provide unit cost or explanation of costs for additional environmental remediation costs for additional work discovered.		

**Schedule & Equipment**

- 1 Please provide a schedule of completion from start to finish.
- 2 Please provide an equipment schedule and number and type of trucks on a daily basis for load out.
- 3 Please indicate if crews will be working on Saturdays.
- 4 Please provide a list of comparable size jobs completed by your company in the past 3 years.