



# Request for Quotation 224 Quincy St. Building Demolition and Site Restoration Project

**RFQ OPENING:**

Response must be received before 2:00 PM, on  
October 29, 2024

**Closing Location:**

City of Hancock - City Hall  
399 Quincy Street  
Hancock, MI 49930

**Contact Person:**

Mary Babcock  
City Manager  
[Manager@cityofhancock.net](mailto:Manager@cityofhancock.net)  
906-482-2720

## 1. INSTRUCTIONS TO BIDDERS

### 1.1. Opening Location:

The Quotations will be opened at the City of Hancock, City Hall, 399 Quincy Street in the presence of the City Manager at the due date and time indicated on the RFQ. All bidders or their representatives are invited to attend the opening of the RFQ.

### 1.2. RFQ Delivery and RFQ Notation Requirements:

Any Quotations received after the stated opening time and date will not be considered. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City of Hancock City Hall for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City of Hancock City Hall. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Quotations sent by email will not be accepted. All bidders shall provide bids in a sealed package, clearly marked on the outside of the package with the RFQ title "224 Quincy Street Demolition and Site Restoration Bid" addressed to:

City of Hancock  
Attn: City Manager, Mary Babcock  
399 Quincy Street  
Hancock MI. 49930

Quotations shall clearly indicate the legal, name, address and telephone number of the bidder (company, firm, corporation, partnership, or individual). Quotations shall be signed above the printed name and title of signer. The signer shall have the authority to bind the company to the submitted quote. Failure to properly sign the quote form shall invalidate the quote

No erasures are permitted. If correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed and dated by the person signing the quotation.

### 1.3. Clarification and Addenda

Each bidder shall examine all Request for Quotation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Quotation shall be made through the City Manager in writing or through email. The City Manager shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the City Manager or to check the City website to determine if addenda were issued and to make such addenda a part of their quotation.

### 1.4. RFQ Expenses

All Expenses for making Quotations to the City are to be borne by the bidder.

### 1.5. Irrevocable Offer

Any Quotation may be withdrawn up until the due date and time set for opening of the RFQ. Any Quotation not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 60 days to provide services set for in the RFQ, until one or more of the Quotations have been duly accepted by the City.

### **1.6. Responsive and Responsible Bidder**

To be responsive, a bidder shall submit a Quotation which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

### **1.7. Collusion**

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies, and in the case of a joint Quotation, each party thereto certifies as to their own organization, that in connection with this RFQ:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 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 Quotation for the purpose of restricting competition.
- d. The only person or persons interested in this Quotation, principal or principals are named therein and that no person other than therein mentioned has any interest in this Quotation or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

### **1.8. Contract Forms**

Any Agreement, contract or purchase order resulting from the acceptance of a Quotation shall be on forms either supplied by or approved by the City.

### **1.9. Liability and Indemnity**

In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any

subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Michigan Prevailing Wage Law or any other federal or state law.

#### **1.10. RFQ Forms, Variances, Alternates**

Quotations must be submitted on attached City RFQ forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFQ Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Quotations may or may not be considered at the sole discretion of the City Manager.

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Quotation is made. The bidder shall submit an executed quotation form, affidavit of compliance with other requested documents.

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone or email will not be considered.

If not submitting a Quotation, respond by returning the "Statement of No Bid" no later than the stated Quotation opening time and date, and explain the reason in the space provided.

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Quotations; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Quotation, the unit price shall govern.

#### **1.11. Quality Terms**

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

#### **1.12. Tax-Exempt**

The City is exempt from sales taxes.

#### **1.13. Awards**

As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Quotations or waive any minor irregularity or technicality in Quotations received.

Award(s) will be made to the Bidder whose Quotation (1) meets the specifications and all other requirements of the Request for Quotation and (2) is the lowest and best Quotation, considering price, delivery, responsibility of the bidder, and all other relevant factors.

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Quotation may be rejected in whole or in part for good cause when in the best interest of the City.

Bidders may request a copy of the bid tabulation of the Request for Quotation.

The City reserves the right to reduce or increase the quantity, retract any item from the Quotation, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

#### **1.14. Regulations**

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Michigan, and City rules, regulations, or other requirements as each may apply.

### 1.15. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

### 1.16. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection, may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

## 2. BACKGROUND

The City of Hancock (The City) is requesting Quotations on the demolition and disposal of building materials at 224 Quincy Street within the City of Hancock from qualified professionals. Work includes disposal of materials (wood and concrete) and restoration of the parcel. The property has an existing two-story building with a and concrete floor on the lower. The building has a shared wall with the building to the east.

The City will employ a certified professional to remove lead and asbestos containing materials prior to the demolition activities.

## 3. SCOPE OF WORK

Contractor shall provide all labor, materials, equipment, supplies, insurance, bonds, permit fees, retirement of utilities, and any and all other items necessary to complete the demolition work, the removal of demolition materials and disposal of materials, restoration, and other items necessary to complete the restoration of the 224 Quincy Street building site.

## 4. INVESTIGATION OF CONDITIONS

Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations including verification of measurements and quantities and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with any other Contractor.

## 5. LOCATION OF PROJECT:

### 224 Quincy Street, Hancock MI, 49930 - 2 Story Structure

Property Tax Description: Lot 14 and 15 of Block 7 plat of the Village of Hancock except the part of lot 14 commencing at the southwest corner of lot 14 thence north 20 feet, thence east 26 feet, thence south 20 feet, thence west 26 feet to point of beginning.

## 6. GENERAL REQUIREMENTS

### 6.1. Demolition and Removal of Structure: Demolition and removal of the structure(s) shall include, as applicable:

The Contractor is responsible for contacting the City of Hancock DPW and franchise utility companies to retire the necessary utilities (Natural gas, water, storm sewer, sanitary sewer, electricity, cable, phone etc. prior to demolition.

Demolition and removal of structures shall include removal of the entire identified structure and contents to the construction limits.

All concrete floor slabs, foundations, and other above ground and underground improvements associated with the structure shall be removed.

Ensure all sewer, water and franchise utility connections are capped according to the requirements of entity responsible for the service/supply to the building.

### 6.2. **Sediment Control:**

The Contractor shall provide temporary erosion and sediment control on each respective property prior to the start of demolition operations. Sediment control shall be maintained for the full duration of the project. Contractor shall be responsible for the maintenance of controls and control structures and shall be responsible for any clean-up due to failure or inefficiency of such controls. Sedimentation run-off shall not be tolerated and if run-off occurs the Contractor shall take corrective action immediately.

### 6.3. **Grade and Backfilling:** Grading, Backfill, and return to grade shall be performed as follows:

Lower level, foundation area, and any below ground area shall be filled and compacted with MDOT Class II material. The backfill material must not be frozen with placed and shall be compacted to a density of 95% of maximum density of the Class II material as determined by the Michigan Cone method. The top 4 inches of backfill shall be made with clean topsoil suitable for growth of grass and graded to natural grade of surrounding buildings, walks and undisturbed earth.

Shared walls within the full basement can remain in place and filled in to match grades. The north wall of the existing basement is likely holding up the sidewalk and should remain in place. The east wall appears to be a joint wall to the Wickley Agency building and also should remain in place as to not disturb the building to remain.

Any change in vertical elevation greater than one foot for each horizontal five feet shall be backfilled to meet no more than the 1:5 requirement.

Final grading shall insure adequate drainage offsite and not permit ponding of water. All filled and disturbed ground shall be smoothed for mowing.

The contractor shall seed all disturbed areas with MDOT THM seed mix.

The contractor shall import fill as necessary to establish proper surface grades.

### 6.4. **Discovery of Hazardous Materials:** In the event previously unknown hazardous materials are discovered by the Contractor, the Contractor shall immediately suspend work in the specific location of the hazardous material and immediately notify the City project engineer.

### 6.5. **Clean-Up:** All demolition materials and debris shall be removed from the work concurrently with progress of work. Contractor shall not allow mud and debris from vehicle transporting demolition materials to litter any streets or highways. Contractor shall clean-up any such mud or debris at its sole expense.

### 6.6. **Storage:** Storage of salvage materials for sale on the work site is prohibited. Signs advertising salvage materials shall not be placed at the work site.

**6.7. Street Closures:** The Contractor shall not close any street or divert any traffic without prior written approval of the City.

**6.8. Insurance Requirements:**

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Hancock - Attn Mary Babcock, 399 Quincy Street, Hancock, MI 49930.

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

**Worker’s Compensation:**

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, aggregate	\$ <u>1,000,000</u>

**Employer’s Liability:**

Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>                    </u>

**Commercial General Liability Insurance:**

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

**Automobile Liability Insurance:**

**Bodily Injury:**

Each person \$ 500,000

Each accident \$ 1,000,000

**Property Damage:**

Each accident \$ 2,000,000

[or]

Combined Single Limit of \$ 2,000,000

**Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required as part of 6.8 hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.

**Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

- 6.9. **Permit Costs:** Contractor shall be responsible for securing and paying all fees for any permits required for the demolition project, including any permit extension fees.
- 6.10. **Specification:** All work shall be accomplished in accordance with this Scope of Work and the Specifications contained or referenced herein and in accordance with all local, state, and federal rules, laws, and regulations.

## 7. SPECIAL PROVISIONS

7.1. **Project Superintendent:** The contractor shall have a superintendent or a responsible foreman on the project at all times when work is in progress.

### 7.2. Contractor Utilities During Construction:

**Power:** All power for lighting, operation of the contractor's plant or equipment, or for any other use by the contractor, shall be provided by the contractor's sole cost and expense.

**Sanitary Facilities:** The contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

### 7.3. Use of Right-of-Way and Easements:

Contractor must conduct all work within public street right-of-way, within designated areas on City-owned property, or within easements/use agreements obtained for this project. All disturbed areas shall be reshaped, smoothed, dressed with topsoil, seeded, and mulched. All removal items shall be completely removed and disposed of. All remaining items shall be saved from damage.



The contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way not shown on the plans, but which may be required by the contractor for execution of the work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the contractor and that no claim shall be made against the City by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the contractor owning or responsible for the stored materials or equipment shall immediately move same.

Prior to placing materials or equipment upon such easements, the contractor shall request the City's representative to approve the specific location to be used. Any damage, which occurs to private property, will be the responsibility of the contractor. In the event the contractor gets off the permanent or temporary easements, then all costs to restore the property shall be at the contractor's expense and final acceptance of the project may be withheld unless the claim is resolved.

#### **7.4. Protection and Maintenance of Public and Private Property:**

The contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the work performed by the contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the City's representative.

The contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location of character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by the contractor or the contractor's subcontractors. The contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement, or payment of costs incurred in connection with said damage.

#### **7.5. Utilities:**

The contractor shall make every effort to locate and identify all underground pipe lines, cables, and conduits by contacting the MISS DIG Call System and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations.

The contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipelines, and surroundings, and shall indemnify and hold harmless the City for any and all claims or judgments whenever made as a result of the contractor's actions. If additional or unexpected utility conflicts occur, the contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project.

#### **Communication:**

Charter  
Attention: Jefferey Gregg  
115 East Mcleod Ave  
Ironwood, MI 49938  
Phone: (906) 235-9623  
Email: [Jefferey.Gregg@Charter.com](mailto:Jefferey.Gregg@Charter.com)

**Water:**

City of Hancock  
Attention: Kyle Mattson  
399 Quincy St  
Hancock, MI 49930  
Phone: (906) 299-4878  
Email: [Water@CityofHancock.net](mailto:Water@CityofHancock.net)

**Water/Sewer/Storm:**

Hancock DPW  
Attention: John Erickson, DPW Director  
399 Quincy St  
Hancock, MI 49930  
Phone: (906) 482-1480  
(906) 370-8968  
Email: [DPWDirector@CityofHancock.net](mailto:DPWDirector@CityofHancock.net)

**Gas:**

Semco  
Attention: Jeff Jackovich  
34 US 41 East  
Negaunee, MI 49866  
Phone: 1-800-475-1441 EXT 5910  
(906) 250-7196  
Email: [Jeff.Jackovich@SemcoEnergy.com](mailto:Jeff.Jackovich@SemcoEnergy.com)

**Electric:**

UPPCO  
Attention: Morgan Impola  
18494 Houghton Canal Rd  
P.O. Box 130 Houghton, MI 49931  
Phone: (906) 483-4556  
Email: [JRRingler@UPPCO.com](mailto:JRRingler@UPPCO.com)

**Phone/Fiber:**

AT&T  
Attention: Marsha Bertoldi  
211 East B St  
Iron Mountain, MI 49801  
Phone: (906) 779-2744 (W)  
Email: [MB8983@ATT.com](mailto:MB8983@ATT.com)

**Communication Cable:**

PFN  
Attention: John French  
204 State St  
PO Box 9 Baraga, MI 49908  
Phone: (906) 353-6644  
Email: [JFrench@UP.net](mailto:JFrench@UP.net)

**7.6. Safety:**

The Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these CONTRACT DOCUMENTS. The contractor shall also comply with all regulatory agencies' requirements for safety.

The contractor shall use extreme caution to protect the project area to prevent accidents,

damage, or injury involving pedestrian or vehicular traffic in the project area. Barricades, safety screening, or other acceptable methods shall be used as needed to keep the public out of danger and to safely divert them around the project area.

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the contractor's prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. The contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as the contractor may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The contractor shall indemnify and save harmless the City and the City's representative from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

#### **7.7. Cleanup:**

Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way and easement areas that were occupied by the contractor in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during performance of work by Contractor the City's representative determines that cleanup is not being accomplished, the City's representative may direct, in writing, no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

The contractor is to provide extra care during performance of work by Contractor to ensure that no rock, base stone, string, stakes, or any other construction material is left in the water main or irrigation lines. At the end of each construction day, the ends of all such lines shall be sealed watertight and all points of entry are to be covered to prevent easy access. No rain, storm water, or ground water shall be allowed to enter the water main or irrigation systems.

#### **7.8. Disposal/Ownership of Materials:**

Upon demolition and removal from the work site, all demolition materials shall become the property of the Contractor. The Contractor shall dispose of materials in accordance with all federal, state, and local rules, regulations, statutes, and ordinances.

The Contractor may sell any salvageable materials, but such materials cannot be advertised for sale or stored at the work site.

#### **7.9. Modification of Contract:**

The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the City Council. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

#### **7.10. Exchange of Data:**

All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate

with each other in every way possible in carrying out the scope of services.

**7.11. Personnel:**

The Contractor represents that Contractor will secure at Contractor's own expense; all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

**7.12. Term:**

The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice to proceed and shall commence as soon as practicable after the execution of this contract as promised by the Contractor.

**7.13. Payment:**

Conditioned upon acceptable performance. The City agrees to pay the Contractor in accordance with the prices and terms set forth on the Quotation Form for work authorized by City's written notice to proceed and notice of award upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and scope of work.

**7.14. Termination of Contract:**

**For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

**For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

**7.15. Conflicts:**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract.

**7.16. Compliance with Laws:**

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

**7.17. Liability and Indemnity:** The parties mutually agree to the following:

In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contract or hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

**7.18. Entire Agreement:**

This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

**7.19. Contractor's Responsibility for Subcontractors:**

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

**7.20. Waiver:**

No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

## 8. SCHEDULE

The following dates, other than the RFQ closing and award date, are guidelines only and may be adjusted based on the schedule proposed by the successful Contractor.

RFQ Release Date:	October 8, 2024
RFQ Closing Date:	October 29, 2024
Award Date:	November 4, 2024
Notice to Proceed	November 5, 2024

## 9. INQUIRIES

All inquiries regarding this request for quotation must be directed to:

Mary Babcock, City Manager  
City of Hancock  
Telephone: 906-482-2720  
Email: [Manager@cityofhancock.net](mailto:Manager@cityofhancock.net)

All Requests for Information (RFI) related to this RFQ are to be submitted in writing by email at least five (5) calendar days prior to the Bid Opening.

RFIs and answers will be recorded and distributed via email to each Contractor, and it is the responsibility of the Contractor to acknowledge any addenda. Information obtained from any other source is not official and should not be relied upon.

## 10. PROPOSAL COMMITMENT

The Request for Quotation response must be received at City Hall:  
To the attention of Mary Babcock, City Manager, no later than the **Bid opening date of October 29, 2024 at 2:00 pm.**

## Quotation Form- RFQ 224 Quincy Street Demolition

Submitted By: \_\_\_\_\_

Company Name

Pursuant to and in accordance with the above stated Request for Quotation, the undersigned hereby declares that they have examined the RFQ documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	QTY	DESCRIPTION	TOTAL COST
1.	1 Total	Completely demolish <b>224 Quincy Street and site restoration</b> in accordance with this RFQ.	\$ _____

I have carefully examined the Request for Quotation and agree to abide by all submitted pricing, delivery, terms and conditions of this Quotation unless otherwise stipulated herein.

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

Postal Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Signature of Signing Officer: \_\_\_\_\_

Printed Name of Signing Officer: \_\_\_\_\_

Title of Signing Officer: \_\_\_\_\_

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

**ADDENDA:** Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Acknowledgement of Receipt \_\_\_\_\_

Addendum No. \_\_\_\_\_ Acknowledgement of Receipt \_\_\_\_\_

Addendum No. \_\_\_\_\_ Acknowledgement of Receipt \_\_\_\_\_

Provided that this quotation is accepted within sixty (60) calendar days from the bid opening date, the undersigned agrees on behalf of the company named below, to supply the services listed at the price quoted, under the terms and conditions set forth in this RFQ document, the Contractor's quotation, any and all addendum, which shall together form the agreement. This quotation is valid and enforceable for a period of not less than sixty (60) days following the closing date. In accordance with the terms, conditions, instructions, and specifications the undersigned agrees to supply products and services at the prices quoted.

## 11. Attachments



^Map of the building's location.



^Street view of the building to be demolished.