



GUN LAKE TRIBE LAND USE, PLANNING & DEVELOPMENT DEPARTMENT

Request for Proposals

DEMOLITION AND DEBRIS REMOVAL

1089 129th AVE, SHELBYVILLE, MI

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I. Project Description

The Match-E-Be-Nash-She-Wish-Band of Pottawatomi Indians, also known as the Gun Lake Tribe (The Tribe) is seeking bids for demolition of buildings, removal of debris, backfill and grading of the affected area of the property located at 1089 129th Ave, Shelbyville, MI (Site).

The Site is located on the north side of 129th Avenue and is across the street from the Tribe's Government Campus. This Site is approximately 5.05 acres and was previously used as a residential home and veterinary clinic.

The Site has eight structures – a residential house, five frame barns, and two frame buildings. Only the house, fences behind the house and frame barns are to be demolished; the two frame buildings will be kept (see attachment A) as well as the two pasture enclosures and lean-tos and fence along the property line (neighboring parcel #03-24-019-009-00). The concrete pad adjacent to the house and the concrete walk in front of the house shall be removed, and the basement backfilled. The dead tree in front of the house shall be removed. An asbestos survey must be completed and filed prior to demolition. All debris on the Site is to be disposed of, the well connected to the house decommissioned, and the septic tank connected to the house pumped and abandoned by the Contractor. The electricity has been disconnected by the Owner.

II. Project Deliverables & Proposal Standards

The scope of work for this project is described below. Please note that the quantities provided are estimated. The Contractor is encouraged to visit the Site for detailed information. On-Site work will be supervised by the Gun Lake Tribe project manager or a designated Site manager. Expected outcomes include:

- **General Conditions.** The Contractor will perform the work under the following conditions:
 - All work will be performed under the supervision and direction of the Gun Lake Tribe project manager or designated representative.

- The Contractor is advised that buried debris and/or hazardous materials, not presently known, could be present on the Site. If hazardous materials are found to be present on the Site, the Contractor must cease work and inform the Gun Lake Tribe project manager or designated representative.
- The Contractor shall perform all work in accordance with best practices of the demolition and excavating industries.
- The Contractor shall hold daily safety meetings for their employees. The content and duration of the safety meetings is at the sole discretion of the Contractor.
- Contractor employees shall be trained to the 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) standard in OSHA regulations 1910.120. Contractor shall supply proof that all employees are up to date on HAZWOPER refresher training as well as trainings/certifications for lead abatement and asbestos remediation. This information shall be provided before work begins on the Site.
- Contractor shall supply insurance certificates for general liability, pollution liability, vehicle insurance, and workers compensation. Gun Lake Tribe shall be named as additional insured. Insurance certificates shall be provided before work begins on the Site.
- **Building Demolitions**
 - The Contractor will demolish the existing building(s), including the concrete slab foundations, footings, and drainage pipes as outlined in the project description.
 - Coordinate to decommission well at the Site for only the residential house. Submit paperwork to the Tribe.
 - Pre-demolition asbestos surveys and quotes for asbestos remediation, if needed.
 - Salvage and recycle metal and other valuable materials.
 - Pump and abandon septic tank for only the residential house at the Site.
 - File 10-day notification with State of MI.
 - Obtain demolition permit and any other required permits.
 - The Contractor will have the right to salvage and recycling value of these materials. Selection of recycling and disposal locations shall be at the discretion of the Contractor.
- **Solid Waste Removal**
 - The Contractor will remove all solid waste for disposal in a licensed landfill. The Contractor shall retain and provide copies of the landfill tickets to the Gun Lake Tribe project manager.
- **Site Grading**
 - The Contractor will backfill and grade the Site to level conditions and seed the Site with a perennial rye cover crop.
 - Grading shall be completed to the satisfaction of the Gun Lake Tribe project manager. As a guideline, any remaining pits or ruts shall be less than 6 inches deep.

Please provide an itemized quote by e-mail to jordan.malkov@gltnsn.gov for the Site by Friday, November 24th before 4:00pm. The Tribe recognizes there are materials with salvageable or recycling value. Special consideration will be given to quotes with line items crediting salvaged and/or recycled materials.

III. Evaluation Process

Award of the contract resulting from this RFP will be based upon the most responsive and responsible company whose offer will be the most advantageous to the Tribe in terms of cost, functionality, and other factors. Proposals must include all components listed under Project Description and Proposal Standards. Incomplete proposals will be identified as such and will not be evaluated.

IV. Terms of Contract

Proposals will be accepted from non-Indian as well as Indian-owned enterprises or organizations. The Gun Lake Tribe will provide preference to all qualified Indians and Indian-owned enterprises or organizations in accordance with applicable law.

Any bidder seeking Indian Preference in this award must provide evidence that it is not less than 51 percent Indian owned and controlled. If you are seeking Indian preference, please contact the Chairperson of the Indian Preference Committee, Amanda Sprague at (269) 397-1630 to receive a prequalification packet.

The Gun Lake Tribe reserves the right, in its own discretion, to accept or reject any and all responses, to waive any irregularity and/or informality in any response and to request and receive additional information from any Contractor when such acceptance, rejection, waiver or request is determined to be in the best interest of the Tribe.

The Gun Lake Tribe reserves the right to proceed with all, none, or a portion of the proposed demolition work at the Site.

The Gun Lake Tribe will enter into a contract with the Contractor that best preserves the sovereign immunity of the Tribe.

The Gun Lake Tribe reserves the right, despite the application of Indian Preference as noted above, to select the Contractor with the proposal that the Tribe believes, in its sole and absolute discretion, provides the greater benefit in light of the estimated cost.

The Gun Lake Tribe reserves the right to decline to select a Contractor for the project.

The contract will not create an employment relationship. The Contractor performing work under the contract will not be employees of the Tribe.

The retention and approval of any subcontractor shall not diminish or reduce the Contractor's obligations and duties under the contract and shall not create any obligations on the part of the Tribe to the subcontractor. The Tribe must approve of all subcontractors prior to the start of work.

Any documents resulting from the contract will be the property of the Tribe.

If during the work, articles of unusual value, or, of historical or archaeological significance, are encountered (which have not previously identified as such) the ownership of such articles is retained by the Tribe. Upon discovery, immediately contact the Tribe.

Ownership of materials, equipment, and furnishings to be removed from the property which are not defined by the above paragraph is retained by the Contractor; if any of these are considered of

salvageable value to the Contractor, they should be removed from the property as work progresses. On-site storage or sale of removed items is prohibited.

At the time of award, we will require a copy of insurance to protect the Gun Lake Tribe from loss. The following minimum limits shall be met:

- a. Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate
- b. Commercial Automobile Coverage including owned, non-owned, leased, and hired vehicles (if used on Gun Lake Tribe property) - One million dollars (\$1,000,000.00) combined single limit for each accident
- c. Pollution/Environmental Coverage – One million dollars (\$1,000,000) each occurrence; two million dollars (\$2,000,000) aggregate
- d. Five million dollars (\$5,000,000.00) in excess coverage above the General Liability, Auto, and Pollution Liability lines
- e. Workers' Compensation Coverage – In accordance with State of Michigan requirements at the time of proposal
- f. Products or Completed Operations – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate.

The Contractor's insurance outlined in the contract will be primary and non-contributory.

Gun Lake Tribe will be named as Additional Insured on the Contractor's General Liability and Auto Liability policies.

The Contractor's workers compensation policy shall include a Waiver of Subrogation in favor of Gun Lake.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the Contractor. The Tribe requires that these aggregate limits be maintained by the Consultant as required.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages. Evidence of these coverages must be provided to the Tribe prior to the Contractor or subcontractor coming onto Tribal lands.

A sample certificate of insurance will be provided to the applicant. The applicant will be required to complete and submit a certificate of insurance along with the required endorsements upon award of the project and prior to commencement of services.