

# City of Gladstone

1100 Delta Avenue  
P.O. Box 32  
Gladstone, MI 49837  
Phone: 906-428-2311  
Fax: 906-428-3122

## Electric Storage Building Concrete Work Request for Bids

**Issue Date:** May 17, 2016

**Bid Opening Date:** June 14, 2016 at 10 a.m.

**Mailing Instructions:** Return before date and time above. Mark envelope – Electric Storage Building Concrete Quotation with date and time of bid opening. Bid opening will occur at the City of Gladstone City Hall.

**Department Contact:** Mark Polega, Electric and DPW Director, (906) 428-1701 or mpolega@gladstonemi.org

If your quotation is not returned and completed on this form it may be rejected.

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to provide Concrete Contracting Services as specified herein:

**The City of Gladstone is seeking bids for concrete contracting services to install an interior concrete pad and entrance apron at its Electric Storage Building located in the City of Gladstone Industrial Park.**

**Project Lump Sum Cost:** \_\_\_\_\_

If awarded the contract and after receipt of Notice to Proceed from the City of Gladstone, and meeting with the Electric and Public Works Director, the undersigned agrees to start work on or before August 1, 2016 and be completed no later than August 31, 2016..

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Contact person for order releases shall be:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

This contract shall be governed by the laws of the State of Michigan.

**Bidders Questionnaire**

Please answer the following questions completely. You may attach additional pages as needed.

Firm Name: \_\_\_\_\_

Established: Year \_\_\_\_\_

Type of organization:

Individual: \_\_\_\_\_

Partnership: \_\_\_\_\_

Corporation: \_\_\_\_\_

Other: \_\_\_\_\_

Former firm name(s) if any, and year(s) in business:

\_\_\_\_\_  
\_\_\_\_\_

Home office, business address and telephone number:

\_\_\_\_\_

Personnel of firm who will be assigned to this project:

Name and Title	Specialty	Years' Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____

List References:

1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

2) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

3) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

### Instructions to Bidders

- 1) **Examination of Bid Document** – Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
- 2) **Preparation of Quote** – The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
- 3) **Explanation to Bidders** – Any binding explanation desired by the bidder regarding the meaning or interpretation of the Request for Quote (RFQ) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the quote will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for bid opening.
- 4) **Cash Discounts** – Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of bid.
- 5) **Withdrawal of Quotes** – Quotes may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the quote, but only if the withdrawal is made prior to the exact time set for receipt of quotes. No bid may be withdrawn for at least ninety (90) days after bid opening.
- 6) **Late Quotes** – Any quote received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider quotes that

have been determined by the City to be received late due to mishandling by the City after receipt of the quote and no award has been made.)

- 7) **Unit Prices** – If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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**For City Use Only – Do Not Write Below**

## **Specifications and General Requirements**

### **Intent**

It is the City's intent to enter into a contract for installation of a new reinforced concrete pad and apron at the Electric Department storage building located in the Gladstone Industrial Park.

### **Scope of Services**

The Contractor shall furnish supervision and all labor, equipment, supplies, materials and perform satisfactorily the services at frequencies as specified herein. The service shall include all functions normally considered to be part of a professional concrete contracting service.

- The contractor shall verify utility location by Miss Dig/local utility for underground utilities prior to beginning work.
- Exercise reasonable care during excavation, placing forms, concrete installation and backfilling, to protect from damage all other site features, improvements, structures, and utilities.
- Work safely and adhere to all applicable standards. Permissible working hours for all activities within this bid are 8 a.m. to 6 p.m. Monday through Friday. Saturday, Sunday or holiday work is not permitted.
- The contractor is responsible for all preparations to ensure proper concrete pad and apron installation can occur.
- The contractor is responsible for all necessary permits and they need to be obtained prior to beginning construction.

### **Applicable Specifications and Standards**

- Michigan Department of Transportation 2012 Standard Specifications for Construction shall be adhered to.
- Applicable MIOSHA provisions.

### **General Specifications**

The contractor(s) will perform the work with due care taking precautions against injury to persons, damage to public/private property and interference with vehicular or pedestrian traffic. The Contractor(s) shall take necessary precautions to ensure the safety of all persons engaged in the work of this Contract.

Equipment and tools must not be left unsecured at any time. All equipment and tools must be stored in such manner to ensure that residents and the public do not have access to them.

The Contractor shall provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

Contractor is responsible for contacting Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to any stump removal operations. Contractor shall provide the City the list of addresses that have been sent to Miss Dig for utility line verification within 24 hours of the request to Miss Dig. Within 24 hours of confirmed positive response from Miss Dig, Contractor shall provide a list to the City of all addresses indicating which locations have marked utilities and which have been cleared. **Contractor shall be responsible for all damage resulting from neglect from operations associated with this contract or failure to comply with this requirement.**

Where work is conducted in streets or other public thoroughfares, the Contractor(s) shall so plan and schedule work as to cause as little interference as possible with the general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. Access to Fire, Police, ambulance and other emergency vehicles shall be maintained at all times.

Blocking of public streets shall not be permitted unless prior arrangements have been made.

Whenever working in the street the Contractor must provide the required traffic control signage and flaggers as described in the Michigan Manual of Uniform Traffic Control Devices. **Bids should account for the cost of flagging personnel and traffic control devices as applicable.**

#### **Earthwork and Concrete Specification**

- All organic material such as leaves, tree roots, wood, etc. shall be removed from site. Do not dig deeper than necessary.
- Compaction. Subsoil on which concrete is to be placed must be compacted uniformly and evenly so the slab won't settle and won't vary in thickness.
- Place necessary sand and 6" MDOT 22A or equivalent aggregate base. Compact aggregate base prior to concrete installation. All sand and aggregate must be clean and free of debris.
- All forms must be staked securely prior to concrete installation. Concrete finished surface shall slope ¼" per foot.
- Reinforcement. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement. Arrange, space, and securely tie bars and bar supports to hold mesh reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- Before concrete is delivered, install premolded joint material wherever flatwork comes against buildings, steps, walls, existing slabs, etc. Joint material must extend all the way to the bottom of the slab.
- Shortly before placing concrete, wet the forms and the subgrade. Don't make the subgrade so wet that it's muddy. Depth of concrete pavement is to be 6".
- The concrete mix must be a minimum 4000 psi at 28 days. Air content shall be between 5% and 8% when placed. Slumps should be 4 inch +/- 1 inch the slump should not exceed 5 inches.
- Do not add water to concrete mixture at the job site. All concrete should be placed within 90 minutes from the time the truck was loaded.
- Chute, wheel or shovel concrete directly to its final position. Do not dump it in piles and then flow, drag or rake it the rest of the way.
- Screed twice to level the surface. Immediately use wood or mag bullfloat to take out small high and low spots. Then, stop everything on that portion of the slab until bleed water disappears

from the surface. Finishing operations should not be performed when there is excess moisture or bleed water on the surface. Do not add water or cement to the concrete surface to assist in finishing.

- Exterior Finishing. All exterior surfaces shall be medium to fine textured broom finished immediately after all the bleed water is gone. Draw a soft bristle broom across float finished concrete surface perpendicular to the line of traffic to provide a uniform, fine line texture.
- Interior Finishing. All interior surfaces shall be floated using either a power driven float or by hand floating with a wood trowel.
- Control joints may be hand tooled or sawed. In either method, they must be cut to a depth of at least  $\frac{1}{4}$  the thickness of the slab and determined by contractor and owner prior to work beginning. Joints must be straight and continuous, not staggered or offset. Joints shall be done after all other finishing and curing applications are complete and as soon as the concrete has hardened sufficiently to permit sawing without raveling. Under normal conditions, joints should be sawed in 6 to 24 hours.
- Expansion joints shall be placed as determined by contractor and owner prior to beginning work.
- Fresh concrete must be kept warm and moist. During warm weather apply a curing compound according to the manufacturer recommendations. In very hot weather, a white pigmented liquid membrane curing compound is best. In cold weather, it is essential that fresh concrete be kept from freezing for at least the first week after it is placed. Place a thick layer of straw over concrete in cold weather and cover with a plastic sheet to retain heat.
- Apply a water-repellant coating/sealer after the concrete has had sufficient time to air-dry.

#### **Contract Period**

The work outlined in this specification must be completed no later than August 31, 2016.

#### **Pricing**

All bid prices shall remain firm for the life of the contract and during any negotiated renewal thereof.

#### **Contract Supervision**

The project manager, Mark Polega, or designee shall have general supervisory authority over the services provided.

#### **Supervision of Employees**

Direction or supervision of Contractor's employees, directly or indirectly, shall not be exercised. The Contractor, representative or supervisor shall be available when the contract work is in progress to receive instructions from the Manager or designee.

The Contractor shall provide competent help.

#### **Qualifications of Employees**

The Project Manager or designee may prohibit from the work site employees of the Contractor deemed to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment may be contrary to the public interest.

#### **Invoicing and Payment**

Invoices shall be submitted once monthly to the City of Gladstone, P.O. Box 32, Gladstone, MI 49837. Invoice shall be itemized that details the dates and times work is performed.

### **Site Inspections**

It shall be the responsibility of the Contractor to contact the department project manager or designee to schedule an appointment for inspection of the site prior to bidding.

### **Work area**

The Contractor shall confine his/her work to the area assigned in this project. The City will not be liable for any damage to property due to the Contractor's negligence. The Contractor shall be responsible for repairing any damage to any area not considered as part of the work.

## **Indemnity and Insurance**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to the City of Gladstone and be furnished within ten (10) days of Notice of Award.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not 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 all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Gladstone, 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 Gladstone as additional insured, coverage afforded is considered to be primary and any other insurance the City of Gladstone may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Gladstone, its elected and appointed officials, employees, agents and



volunteers, and others working on behalf of the City of Gladstone against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Gladstone, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Gladstone, 1100 Delta Avenue, Gladstone, MI 49837.

Owners' and Contractors' Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability of not less than \$1,000,000 per occurrence and aggregate. The Member shall be "Named Insured" on said coverage. A thirty (30) day, ten (10) day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy.

Proof of Insurance Coverage: The Contractor shall provide the City of Gladstone, at the time that the contracts are returned to the City for execution, a copy of Certificates of Insurance as well as required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested for all coverage as listed above or within 10 days of Notice of Award.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Gladstone at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

## Terms and Conditions

### **Award of Contract**

This contract will be awarded to that responsible bidder 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 and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Electric and Public Works Director. Upon notification, the Contractor shall submit to the City all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Electric and Public Works Director will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

- 1) No bids received;
- 2) A single bid being received; or
- 3) Prices quoted are over budget and/or unreasonable.

### **Complete Contract**

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

### **Subcontractors – Non Assignment**

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Gladstone in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Gladstone.

### **Taxes**

The City of Gladstone is exempt from all federal excise tax and state sales and use taxes. However, depending on the situation, the vendor or contractor may not be exempt from said taxes and the City of Gladstone is making no representation as to any such exemption.

### **Payments**

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered

and accepted, or service rendered and accepted. Payments are processed by the Finance Department after receipt of an original invoice from the Contractor and approval by the department.

#### **Changes and/or Contract Modifications**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of the contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

#### **Laws, Ordinances and Regulations**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

#### **Right to audit**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- 1) Contractor compliance with contract requirements,
- 2) Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

#### **Hold Harmless**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Gladstone, its agents, officials, and employees against all claims, judgements, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

#### **Default**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- 1) Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- 2) Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- 3) The unauthorized substitution of articles for those bid and specified.
- 4) Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- 5) Failure to perform in compliance with any provision of the contract.
- 6) **Stand of Performance** – Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries

concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- 7) All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

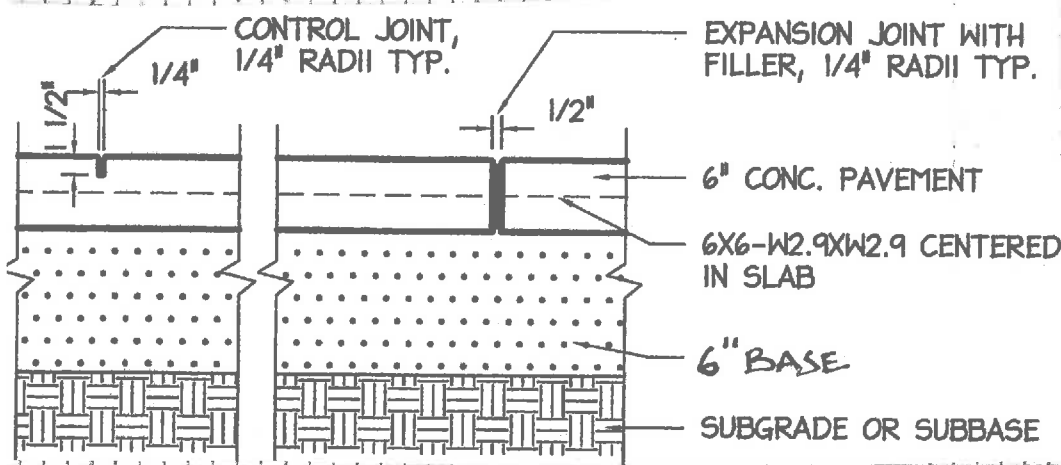
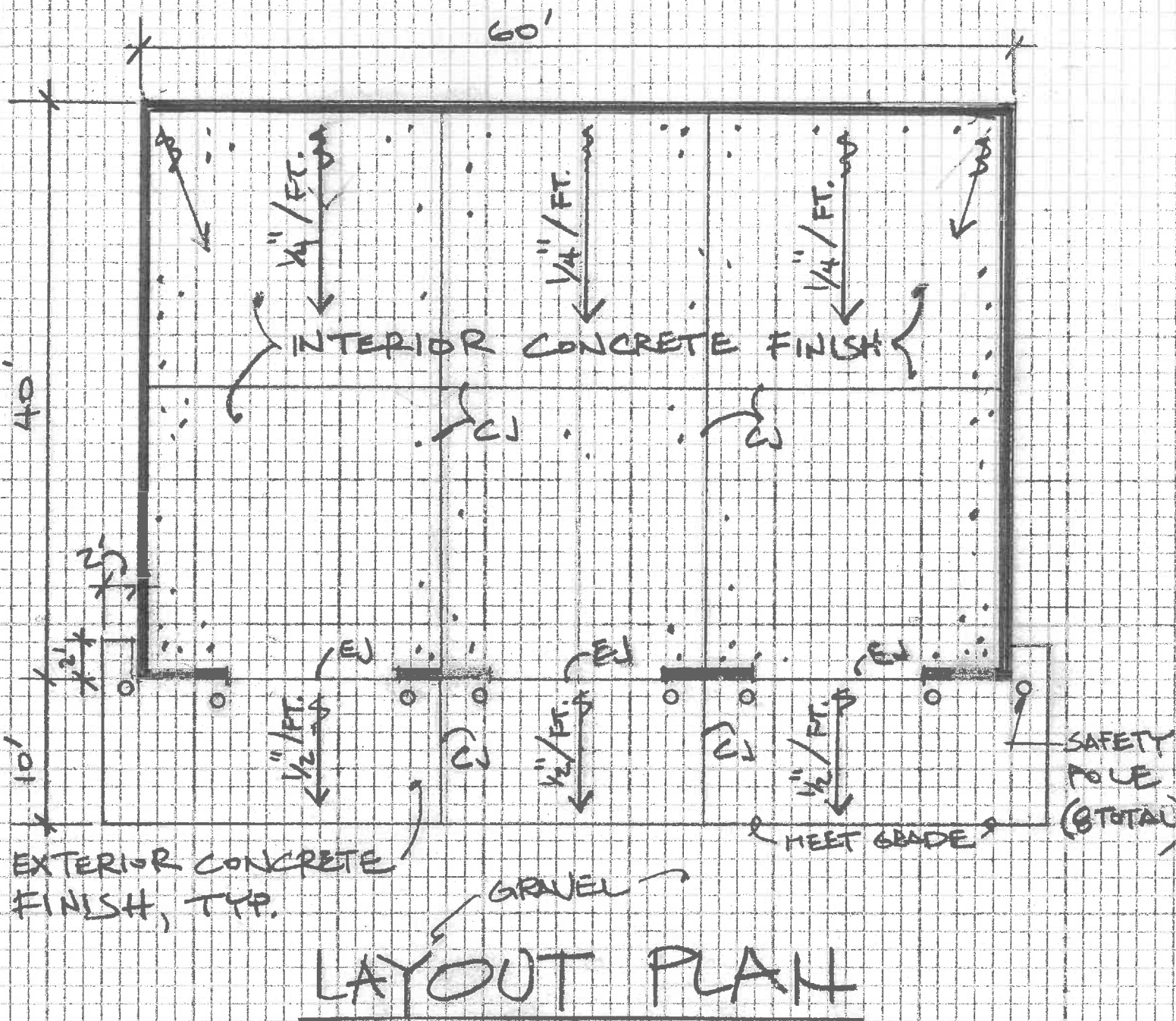
#### **Independent Contractor**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

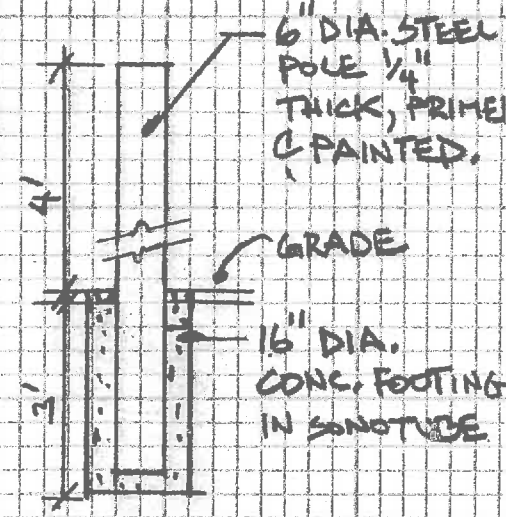
#### **Contract Period, Extension, Cancellation**

- 1) The contract shall be in effect for the term stated in the specifications.
- 2) The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- 3) The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- 4) All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- 5) The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- 6) At the end of each twelve (12) month period, starting at the date the contract commenced, either party may terminate the contract without cause by giving sixty (60) days written notice of such intention.

- 7) All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or by First Class mail to the last known address.
- 8) If cancellation is for default of contract due to non-performance, the contract may be canceled at any time.



CONC. PAVEMENT



SAFETY POLE