



City of Mount Clemens

*One Crocker Boulevard
Mount Clemens, Michigan 48043*

INVITATION TO BID

BID #041304

The City of Mount Clemens is accepting sealed bids for **DESIGN PHASE OF NORTH AND SOUTH ROSE STREET JOINT AND SLAB REPAIRS** until **TUESDAY, APRIL 23, 2013,**

at 9 a.m. at the Purchasing Department, One Crocker Boulevard, Mount Clemens, Michigan

48043. They will be publicly opened and read aloud. Specifications are attached.

The City of Mount Clemens is now part of an organization called Michigan Inter-governmental Trade Network (MITN), a group of agencies that joined forces to create a Regional Bid Notification System to notify companies of new bid opportunities partnering with IPT (Interactive Procurement Technologies) by BidNet. All bids, quotations and proposals are now being posted online. All vendors are encouraged to visit www.mitn.info in order to register their company and gain access to new bids and proposals. By selecting automatic bid notification, your company will receive e-mails anytime the City (and all other participating agencies) has a bid opportunity that matches your company's business. If you do not have internet access, please call 1-800-677-1997, extension 214 and speak to a representative at Bid-Net.

Terese G. Lucci
Purchasing Assistant

586-469-6818 x 319
586-469-7014 (fax)
tlucci@cityofmountclemens.com

Equal Opportunity Employer

GENERAL CONDITIONS

All information requested of the vendor shall be entered in the appropriate space on the appropriate form including references, release of liability waiver, non-collusive affidavit, etc. Failure to do so may disqualify your offer.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

Time of delivery may be a consideration in the award.

Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimated and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

It is understood and agreed that all bids are **F.O.B. DESTINATION with the shipping costs or any other related costs figured in your bid.** All bid prices shall remain in effect for at least ninety (90) days for the purpose of reviewing prior to awarding. If you are bidding for estimated annual requirements, your bid pricing shall remain in effect for one year from the date of the award by City Commission. Bid prices submitted by the successful bidder for longer term contracts shall remain in effect for the length of the contract.

There will be no minimum quantities for each purchase by the City. Your bid may be rejected if minimum quantities are required.

All shipments are inside delivery unless otherwise indicated.

Invoices will be paid on a Net 30 basis from date of invoice.

All bids shall be signed by an authorized officer or employee of the bidder.

Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic, faxed bids or telephone bids will be accepted.

A certificate of insurance showing (1) adequate coverage for Public Liability, Property Damage, and Worker's Compensation, and (2) showing the City of Mount Clemens as an additional insured on your policy with yours as primary coverage is required before any work can begin. An Accord Form must be submitted by the vendor's insurance agent. Please see attached *insurance requirements* for all service matters.

All bids submitted for consideration must be in a sealed envelope as follows:

- Name of item to be bid.
- Sealed Bid number.
- Closing date and time.
- Unless otherwise stipulated, one copy of bid is sufficient.

All bids, regardless of method used for delivery, are to be delivered to the following address:

City of Mount Clemens
Purchasing Department
One Crocker Boulevard
Mount Clemens, Michigan 48043

If the bid is to be express mailed, "Bid Documents Enclosed" must be clearly marked on the package.

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline.

The City of Mount Clemens reserves the right to postpone the bid opening.

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated as "no substitutes". Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. When brand or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. When bidding alternate, please enclose a brochure on what you are bidding.

Where applicable, please indicate warranty information on bid form.

Samples of articles, when required, shall be furnished free of cost, of any sort, to the City of Mount Clemens. Samples of articles selected may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

The City of Mount Clemens is tax exempt. Do not include taxes in your bid.

The City reserves the right: (1) To award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) To reject any or all bids, or any part thereof, (3) To waive any irregularity, informalities or errors in the bidding process (4) To accept the bid that is in the best interest of the City, including bids that are not for the lowest amount.

If you would like to submit a statement of “no bid,” please submit it in the same format as you would submit a bid.

Where applicable, permits must be pulled and all city and state regulations must be in compliance.

Attention is called to the fact that the vendor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin, in accordance with Executive Order 11246 Equal Employment Opportunity.

Please include at least three references with your bid in the spaces provided on attached sheets.

In cases of the discovery of any omissions or obstacles which would affect the proper completion of any detail of a project, contractor shall prepare bid to include the equipment or work omitted. In every case, complete work is expected.

ALL BIDS MUST INCLUDE MATERIAL SAFETY DATA SHEETS FOR MATERIALS AS REQUIRED BY M.I.O.S.H.A (where applicable).

CHECKLIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- _____ Is your bid properly signed? (Refer to bid documents.)
- _____ If required, have you entered a unit price for each bid item?
- _____ If required, have you entered the unit price or lump sum price in both words and figures? (Unit price or lump sum priced in words governs.)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the envelope containing your bid properly identified “sealed bid”, and does it contain the correct project name and bid opening date?
- _____ Will your bid arrive on time? Late bids will **not** be considered. Bids must be received by the Purchasing Department on the date and time specified.
- _____ Are any bonds, if required, included in your bid package?
- _____ Unless otherwise specified, please enclose one original of bid in bid package.
- _____ We can comply with all insurance requirements as listed in these documents.
- _____ We have attached a list of our equipment and proof of adequate personnel.
- _____ We can meet the insurance requirements.
- _____ We can meet the timeline.
- _____ We have checked the MITN site for addenda.

CITY OF MOUNT CLEMENS

BID NUMBER: 041304 DUE: APRIL 23, 2013

NOMINAL SPECIFICATION FOR: NORTH AND SOUTH ROSE STREET JOINT
AND SLAB REPAIRS

Project Description:

Joint and concrete slab repair on Rose Street from Church Street to the north City limits. Project length equals approximately 1.3 miles. Work may include minor undercutting and aggregate base repair as necessary, depending on the severity of the existing joint/slab deterioration.

The Consultant must be MDOT pre-qualified in the following categories:

- Roads and Streets

Additionally, the Consultant or the Lead Consultant's Team Firm must be MDOT prequalified in the following categories:

- Geotechnical Engineering
- Maintaining Traffic Plans and Provisions
- Road Construction Engineering

Scope of Services:

The Design Phase and Construction Phase of this project shall be awarded to separate Consultants at the City's discretion.

Design Phase:

Meet with the City of Mount Clemens Department of Public Services staff to review project, location of data sources and contact persons, and review relevant City operations. The Consultant shall review and clarify project issues, data needs and availability, and the sequence of events and team meetings that are essential to complete the design by the project plan completion date. Attention shall be given to critical target dates that may require a large lead time, such as geotechnical requirements, utility conflict resolution, local agency meetings, etc.

- A. Perform an on-site visit with the City of Mount Clemens to verify project scope and determine and collect information as necessary to provide locations of joints and slabs needing repair.
- B. Complete and submit the required Local Agency Program applications.
- C. Provide five (5) pavement cores with report and recommendation to determine existing pavement and sub-grade condition in the areas of slab repair (minimum 3 feet deep).

- D. Prepare all bid documents required for design and construction per the MDOT 2012 Specifications and the MDOT Local Agency Program requirements for a “log” plan. A topographic survey will not be required; however drawings with line work drawn over a site aerial individually locating the areas in need of repair will be required. These plans will be included in the “log” book for MDOT submittal. Existing drive approaches, addresses, etc. shall be shown on the plans to illustrate approximate areas of repair locations.
- E. Consultant shall coordinate with the City of Mount Clemens as well as with private utilities to locate utilities in conflict with repairs. Areas of conflict shall be noted and highlighted on the plans.
- F. Compute and verify all plan quantities through a MERL estimate.
- G. Prepare special provisions for maintaining traffic during Construction, including pedestrian traffic.
- H. Provide solutions to any unique problems that may arise during the design of this project.
- I. Maintain a Design Project Record which includes a history of significant events (changes, comments, etc.) which influenced the development of the bid documents, dates of submittals and receipt of information.
- J. Provide bi-weekly project status updates to the City of Mount Clemens, Department of Public Services.
- K. Attend two (2) public information meetings (i.e. neighborhood meetings, open houses, etc.) with the public and public officials to assist in responding to concerns and questions regarding the construction and schedule. May require the preparation of displays such as maps, marked up plans, etc.
- L. Provide to MDOT Local Agency Programs Unit, at the scheduled submittal dates, copies of the required bid document materials and construction cost estimate as per the requirements of the Local Agency Program.
- M. Prepare and submit (electronically, if required) all information, calculations, hydraulic studies, permit applications, and drawings required by MDOT for acquiring all permit (i.e. NDPES, MDEQ, MCDOR, etc.), approvals, and related mitigation.
- N. Provide assistance during the project bidding phase to respond to design questions from prospective bidders.
- O. Attend the pre-construction meeting with MDOT, the City, and the Contractor.

Additionally, discussions between the City and the Consultant will be required to determine the timing to bid this project for Construction Engineering Services. Bid documents and plans will need to be prepared timely to allow for this bidding process to coincide with the MDOT Local Agency Program schedule.

Questions:

All questions shall be directed by e-mail to tlucci@cityofmountclemens.com by April 19, 2013, by 12 noon.

Firm Timeline:

Program Application	Submit Acceptable G.I. Package (8)	Approx. G.I. Date	Row Cert. Permits, Final Plans, Proposal, & Estimate to Local Agency Programs	All MDOT Requested Revisions to LAP	Letting Date	Commission Meeting (Tentative Thursday)	AD Board (1 st & 3 rd Tuesday Tentative)
06/07/13	06/21/13	07/19/13	08/23/13	09/16/13	11/01/13	11/21/13	02/03/13

CITY OF MOUNT CLEMENS
BID FORM

<u>BID #</u> _____	<u>BID ITEM</u> _____
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TOTAL COST: \$ _____

TOTAL COST IN WORDS: _____

WE CAN MEET THE TIMELINE DATES: YES _____ NO _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE #: (____) _____

FAX #: (____) _____

CELL #: (____) _____

TERMS: _____

DELIVERY TIME INVOLVED: _____

WARRANTY: _____

E-MAIL ADDRESS: _____

WEBSITE: _____

REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

REMARKS: _____

HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor/subcontractor expressly agrees to indemnify and hold the City of Mount Clemens, its elected and appointed officials, employees and volunteers and others working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor/subcontractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor/subcontractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Contractor/subcontractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor/subcontractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs attorneys' fees and settlement expenses which may be incurred therein. Contractor/subcontractor further expressly agrees that this Hold Harmless and Indemnity Agreement is controlling over and supersedes any and all inconsistent terms and/or provisions that may be contained in any of the other documents comprising this contract.

PLEASE PRINT:

CONTRACTOR/SUBCONTRACTOR'S NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

CONTRACTOR/SUBCONTRACTOR'S ADDRESS: _____

TELEPHONE NUMBER: (____) _____

WITNESS: _____

DATE: _____

REFERENCES

**Please provide references of other government agencies
for which you have performed similar services:**

1. COMPANY OR CITY: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

2. COMPANY OR CITY: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

3. COMPANY OR CITY: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

BIDDER'S SIGNATURE _____ DATE _____

COMPANY _____

LEGAL STATUS OF BIDDER:

Bidder shall fill out the appropriate section and strike out the other three:

A CORPORATION

State in which incorporated: _____

Date of incorporation: _____

Names of persons signing Proposal: _____

Titles of persons signing Proposal: _____

Addresses of signer(s): _____

LIMITED LIABILITY COMPANY

State in which organized: _____

Date of organization: _____

Name of persons signing Proposal: _____

Titles of persons signing Proposal: _____

Addresses of signer(s): _____

PARTNERSHIP

Names of Partners

Addresses

AN INDIVIDUAL

Official Name

Assumed Name, if applicable and where registered.

THIS AFFIDAVIT SHALL BE SUBMITTED WITH
AND MADE A PART OF EACH AND EVERY BID
PROPOSAL TO THE CITY OF MOUNT CLEMENS

NON-COLLUSIVE AFFIDAVIT

STATE OF MICHIGAN)
)
COUNTY OF MACOMB)

SS

_____, BEING DULY SWORN, deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

SIGNATURE OF BIDDER

PRINTED NAME

TITLE

Subscribed and sworn to before me this ____ day of _____, 20____, a notary public in and for said county.

_____, Notary Public
Macomb County, Michigan
My Commission Expires: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - (b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

[] I am able to certify to the above statements.

Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

Date

[] I am unable to certify to the above statements. Attached is my explanation.

INSURANCE REQUIREMENTS

The contractor/subcontractor shall not commence work under this contract until he has obtained the insurance required within this contract. All insurance coverage shall be with issuance carriers acceptable to the City of Mount Clemens. If any insurance is written with a deductible or self-insured retention, the contractor/subcontractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the contractor/subcontractor's indemnification of the City of Mount Clemens. The contractor/subcontractor is responsible to meet all MIOSHA requirements for on-the-job safety. The contractor/subcontractor and his subcontractor/subcontractor shall procure and maintain during the life of this contract for the following coverage:

- a. Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include Employers Liability Coverage.
- b. Commercial General Liability Insurance on an "Occurrence" basis with limits of liability not less than \$1,000,000.00 (as stated above level of hazard) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- c. Motor Vehicle Liability Coverage, including Michigan No-Fault Coverage with limits of liability not less than \$500,000.00 per occurrence combined single limit bodily injury and property damage for all vehicles used in the performance of the contract. The City reserves the right to require specific limits of coverage if the contract involves the use of a motor vehicle for other than transportation to the work site.
- d. Additional Insured. Commercial General Liability Insurance as described above shall include an endorsement stating the following shall be an additional insured: **"The City of Mount Clemens, including all elected and appointed officials and employees and all other individuals working on behalf of the City are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Mount Clemens."**
- e. Cancellation Notice. Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City of Mount Clemens
Terese G. Lucci, Purchasing Assistant
One Crocker Boulevard
Mount Clemens, MI 48043
- f. Professional Liability, where applicable.