REQUEST FOR PROPOSALS

NOTICE TO BIDDERS

The City of Grand Haven, Michigan, will accept proposals for Fire Hydrant Painting services at various locations within the City.

Sealed bids will be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Ms. Maria Boersma, City Clerk, until **10:00 a.m. local time, Wednesday, July 5, 2023**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official Proposal Form attached. Sealed envelopes must be clearly marked on the outside “Bid for 2023 Fire Hydrant Painting”.

Copies of the Requests for Proposals (RFP) that contain the minimum specifications and official proposal forms are available at the City Clerk’s office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417, at the Department of Public Works office, 1120 Jackson Street (this is not a mailing address), or online from the City’s Web site: [www.grandhaven.org](http://www.grandhaven.org).

Any questions regarding this RFP or the minimum specifications shall be directed to **Matt Wade, Streets & Utilities Manager**, at 616-847-3493.

The City of Grand Haven reserves the right to reject any or all bids or any parts of the same, to waive any irregularities and to accept any bid in its own best interest.

Derek Gajdos
Director of Public Works

End of Notice to Bidders Section
INSTRUCTIONS TO BIDDERS

1. **SPECIAL CONDITIONS:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **APPLICABLE LAWS:** The revised code of the state of Michigan, Charter of the City of Grand Haven, and all city ordinances insofar as they apply to the laws of competitive bidding, contracts, and the purchases, are made a part hereof.

3. **WORKMEN'S COMPENSATION:** Insofar as Workmen's Compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that bidder carries Workmen's Compensation Insurance.

4. **INFRINGEMENTS AND INDEMNIFICATIONS:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract. He/she further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Instructions to Bidders (See Item 21).

5. **DEFAULT PROVISIONS:** In case of default by the bidder or contractor, the City of Grand Haven may procure the articles of services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

In case of an error by the bidder in making up a proposal, the City may reject such a proposal upon presentation of a petition accompanied by a sworn affidavit of error which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

7. **QUANTITIES:** When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.
8. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal and approved by the City.

10. **SAMPLES:** Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

11. **TAXES:** Contractor shall include and be deemed to have included in his bid and contract price, Michigan State Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department Treasury, Revenue Division, on the bid date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be, and was deemed to have been, included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall endure solely to the benefit of the City of Grand Haven.

12. **BID INFORMALITIES AND REJECTION:** The City reserves the right to waive any nonconformity, irregularity or informalities in any bid, to negotiate with the selected bidder, and to award the bid in its determination of its best interest.

13. **AWARD:** Unless otherwise specified in the Bid Document, the City reserves the right to accept or reject any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

As soon as the Award is made, an order or contract document will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the City of Grand Haven within 10 days of the date of sending, the Bid Surety, if required, will be declared forfeited as liquidated damages.

14. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City.
when the materials, supplies or equipment have been fully delivered and accepted or the work
completed to the full satisfaction of the City. Increases in contract costs shall be approved in writing,
prior to excess expense being incurred. Approval of increases may require formal action by City
Council.

15. **BIDDER'S SIGNATURE:** Each proposal and bid surety form must be signed by the bidder with
his/her usual signature. All signatures should be in full.

Bids by partnership must be signed by one or more of the partners in the following manner: "John
Jones and James Smith, D.B.A., Smith Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and
designation of the president, vice-president or person authorized to bind it in the matter.

16. **SUBMISSION AND RECEIPT OF BIDS:** Inquiries involving an expenditure exceeding the limits
established in the City Charter usually require advertising over a period of at least five (5) days prior to
the scheduled bid opening. Proposals of this nature are publicly read at 10 o'clock AM (unless otherwise
noted) on the date bids are scheduled to be received.

Proposals to receive consideration must be received prior to the specified time of opening and reading as
designated in the Notice to Bidders.

**Bidder must use the Proposal Form furnished by the City as none other may be accepted.**

**The Proposal Form must be returned intact.**

**Removal of any Proposal Form thereof may invalidate the bid.**

Specifications and plans referred to in this bid document by reference only, need not be returned with the
Proposal Form, however, no excision of material physically incorporated in the bid document will be
permitted.

Bids are to be submitted in sealed envelopes and identified as requested in the Notice to Bidders.
Separate proposals must be submitted on each reference number and proposals shall be typewritten or
written in ink.

Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the
signature of the bidder.

17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will
be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof.
Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any
inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given
consideration. Every interpretation made to a bidder will be on file in the Clerks office of the City of
18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerks Office of the City of Grand Haven and posted on the City website. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the City Clerk’s office and the City website.

19. **MANDATORY PRE-FIRE HYDRANT PAINTING MEETING:** Representatives of the successful bidder, including the individual directly responsible for implementation of the work, will attend a pre-pavement marking meeting with representatives of the City’s Department of Public Works.

20. **PROJECT COMPLETION:** Fire hydrant painting must be completed by or before **Friday, November 10, 2023** and, if not, $200 per day will be assessed to the contractor for each day past said deadlines.

21. **INSURANCE REQUIREMENTS:** The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of Certificates of Insurance shall be submitted to be approved by the City prior to the execution of the contract. The certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:

   A. Workers Compensation Insurance in the amount required by Michigan Law.
   B. General Liability:
      - Bodily Injury and Property Damage combined:
        - Each Occurrence $1,000,000.00
        - Aggregate $1,000,000.00
        - Personal Injury $1,000,000.00
   C. Automobile Insurance for Vehicles:
      - Bodily Injury Each Person $1,000,000.00
      - Bodily Injury Each Accident $1,000,000.00
      - Property Damage Each Accident $1,000,000.00
22. REFERENCES: Please list three (3) references (Municipal Government) wherein your company has provided pavement marking services of this type being proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.

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<thead>
<tr>
<th>CITY</th>
<th>ADDRESS</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
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<tbody>
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<td>A.</td>
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<td>B.</td>
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<td>C.</td>
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NOTE
Previous experience and performance may be a factor in making the award.

End of Instructions to Bidders Section
1.0 INTRODUCTION:

The specifications provided guidelines and details for fire hydrant sandblasting, priming and painting. The specifications for this project are the General Conditions of the Contract. All relevant standards and codes as stated in Section 1.5 of this document are made part of these documents by reference. In case of conflict between these specifications, the most restrictive requirement shall be binding.

All responders are required to review this document in detail and acknowledge their understanding of the technical aspects of this project in order to be considered a responsible bidder.

1.2 PROJECT OVERVIEW:

The City of Grand Haven is in search of an experienced contractor with a minimum of five (5) consecutive years of experience with industrial painting. To fully sandblast, prime and paint approximately 110 fire hydrants or less depending on total price of bid for fire hydrants within a designated area of the City.

The City will select a contractor to furnish all labor, materials, tools and equipment required to complete the work indicated in the specifications contained in the bid.

1.3 CONTACT INFORMATION:

Matt Wade, Streets & Utilities Manager of the Department of Public Works, will be the primary contact from the City of Grand Haven and can be contacted at 616-847-3493, or email at mwade@grandhaven.org.

1.3 SCOPE OF WORK:

The work included in this proposal shall be for fire hydrant sandblasting, priming and painting. All work must conform to the accepted practices for sandblasting, priming and painting of fire hydrants. Work shall include complete sandblasting of all old paint down to bare metal, and spray coating of primer immediately after sandblasting. Final coat shall be sprayed between 4-72 hours after primer coat. Any stortz caps or hydrant markers must be covered with a protective wrap when painting. Furthermore, the contractor is responsible for cleanup of excess material from sandblasting from sidewalks, grass, driveways, surrounding paved areas or landscaping. Contractor is also responsible for overspray on vehicles, sidewalks, landscape, houses, buildings etc.

This contract is to be completed by August 31, 2018.
1.4 MATERIAL SPECIFICATIONS:

The contractor shall use the following materials for priming and painting of the fire hydrants and shall follow all recommended specifications and procedures outlined by the product manufacturer:

**PRIMER- Sherwin Williams** Macropoxy 646 Fast cure epoxy part A mill White. Product number B58W00610.
**HARDNER-Sherwin Williams** Macropoxy 646 fast cure epoxy part B hardner. Product number B58V00600

**PAINT- Sherwin Williams** Acrolon 218 HS polyurethane gloss part A Safety Yellow. Product number B65Y00600.
**HARDNER-Sherwin Williams** Acrolon 218 HS polyurethane gloss part B hardner. Product number B65V00600.

The contractor shall provide a minimum two (2) year warranty on labor and materials used. Upon inception and completion of the project, all painting/priming materials are to be visually inspected by the City’s Water and Sewer Superintendent or designee.

1.5 GENERAL CONDITIONS:

**A. Quality Control of Work**

The City shall have the power to inspect all work for compliance with the specifications and the Contractor shall perform all of the work herein specified to the City’s entire satisfaction, approval and acceptance.

The Contractor is responsible for furnishing all labor, materials and equipment to construct and complete the work in compliance with the specifications, and special provisions unless otherwise specified. All material to be incorporated into the work; all labor to be performed; and all equipment, tools and methods to be used shall be subject to the approval of the City. It is the Contractor’s responsibility to complete the work and deliver a final product which meets all requirements of the specifications.

If any authorized agent of the City shall discover and notify the Contractor of any neglect or disregard of the specifications, such defects shall at once be remedied and further defective work be at once discontinued; but the right of final acceptance or condemnation of the work will not be waived by reason thereof, nor by any act of the City, his / her officers or agents.
B. Suspension of Work

Should the Contractor, with the approval of the City, stop work or should the weather conditions, in the opinion of the City, be such that the work could not be properly and safely performed, then the City may suspend the work until such time as weather conditions shall permit proper application of product. In case of stoppage of work, the Contractor shall, at his/her own expense, store and be responsible for material and protection of the work and be responsible for all accidents as though the work was in progress. Should the work be delayed or suspended with the approval of the City, the time of delay or suspension may be added to the time set for completion of the work.

C. Waivers of Lien Required

It is expressly understood that the City reserves the right to direct that no payment be made to the Contractor should the Water and Sewer Superintendent have reason to believe that said Contractor has failed for any reason to make just payment to any employee, subcontractor or material supplier used or employed by the Contractor in the prosecution of the work, until the City is satisfied that full and proper payment has been made. The Contractor shall secure and file with the City progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

D. Partial and Final Acceptance of the Work

Work on this contract is not subject to partial inspection and acceptance. The entire work shall be made in a neat and workmanlike manner and all requirements shall be complied with in detail. The mere fact that some particular part or portion of the work may have been previously inspected, cleaned and set in order will not excuse the Contractor from again cleaning any and all portions so that the entire system of work shall be in proper condition and subject to final inspection by the City and complying with the use intended at the time of acceptance by the City. The date of final acceptance of work on this contract is the date that the Contractor is issued final payment by the City.

E. Applicable Regulations and Standards

All the latest and most recent of the standards, regulations, work rules, product specifications and workmanship practices listed will apply to this project unless otherwise approved by the City.

F. Contractors Employees

The Contractor shall employ skilled foreman and laborers and shall, if directed by the City discharge from the site of the work any incompetent, abusive or disorderly employees.
G. Existing Facilities

The Contractor shall protect from damage or overspray of paint on all existing facilities, fixtures, vehicles, houses, and equipment liable to injury by his / her operations and shall, at their own expense, make good all such damages to the satisfaction of the Owner and City.

The Contractor shall clean and maintain all work areas adjoining the project site free from all construction debris at all times. The Contractor is also responsible for the immediate removal of debris from adjacent work areas caused by construction foot traffic entering and leaving the project area.

H. Ordinances and Safety

The Contractor shall observe all laws and ordinances controlling or limiting those engaged in public work. Contractor shall provide and maintain such sanitary accommodations for the use of his / her employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.

Start of work within the City shall be from 7:00 a.m. to 7:00 p.m. under the noise ordinance.

Contractor shall abide by O.S.H.A. and Mi. O.S.H.A regulations in Sandblasting/ Painting and exposure to paint and cleaning solvents. Contractor shall provide all necessary signage for working in the Road Right of Way.

I. Payment for Completed Work

Any payments made to the Contractor during the progress of the work shall in no way lessen the total and final responsibility of the Contractor, nor in any manner whatsoever waive any of the terms, conditions, covenants or requirements of the contract, nor be considered a ratification of any act on the part of the Department of Public Works Superintendent or his representative of the City which in any manner may contravene any of the requirements or provisions of the Contract. During the course of the improvement, if the rate of progress is satisfactory to the Superintendent of the City, and it appears that all claims for labor and materials are satisfied, a progress payment may be requested by the Contractor to the Water and Sewer Superintendent for payment on a per hydrant bid amount.
Ms. Maria Boersma, City Clerk                             ________________________
519 Washington Avenue                                                     Date
Grand Haven, MI   49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications dated **June 21, 2023**, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the pavement marking services listed below. The City of Grand Haven may, at its sole discretion, award the contract based on what it deems to be in the best interest of the City of Grand Haven.

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>PER UNIT</th>
<th>TOTAL</th>
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<tr>
<td>1</td>
<td>110</td>
<td>Sandblast and Paint hydrant as outlined in specifications at locations identified on list attached to specifications.</td>
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**TOTAL COST: _________________________**

**In submitting this Bid, Bidder represents, as set forth in the Agreement, that:**

Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum Number</th>
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</table>
CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS

All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

______________________________                     ______________________________
(Bidder's Company Name)                                     (Bidder's Telephone Number)

______________________________                     ______________________________
(Bidder’s Mailing Address)                                     (Bidder’s E-mail Address)

______________________________                       _____________________________
(Bidder's Signature)     (Print Bidder's Name)

End of Proposal Form