

January 22, 2024

REQUEST FOR PROPOSALS

NOTICE TO BIDDERS

The City of Grand Haven is soliciting local tile service providers to provide bids for the City of Grand Haven Municipal Marina shower tile improvements.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, Attn: Maria Boersma, City Clerk, before **10:00 a.m. local time, Wednesday, February 14, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "City of Grand Haven Marina shower tile 2024."

Copies of the Requests for Proposals (RFP) and detailed plans 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*), Grand Haven, Michigan 49417 or online from the City's Web site: www.grandhaven.org.

Any questions regarding this RFP or the minimum specifications shall be directed to **Brian Jarosz, Marina and Waterfront Supervisor, 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.

Doug Lang
Facilities and Grounds Manager
City of Grand Haven

January 22, 2024

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:** In so far as Workmen's Compensation is concerned, the bidder of 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 and 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 Bid Document.
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 Manager 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.

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 documents will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Survey, 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 cost 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 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:** Inquires involving an expenditure exceeding the limits established in the City Charter usually require advertising over a period of at least 5 days prior to scheduled bid opening. Proposals of the nature are publicly read at 10 o'clock AM (unless otherwise noted) on the date bids are scheduled to be received.

- a) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
- b) ***Bidder must use the bid document proposal forms furnished by the City as none other may be accepted.***
- c) ***Proposal forms must be returned intact.***
- d) ***Removal of any thereof may invalidate the bid.***
- e) Specifications and plans referred to in this bid document by reference only, need not be returned with the bid, however, no excision of material physically incorporated in the bid document will be permitted.
- f) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.
- g) Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.
- h) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- i) Proposals must be mailed or delivered to the Clerk's Office at Grand Haven City Hall 519 Washington Avenue, Grand Haven, MI. 49417.

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 Clerk's office of the City of Grand Haven. In addition, copies will be mailed to each person holding Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk's Office of the City of Grand Haven. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

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 office of the City Purchasing Agent. All changes will be approved by City Council.

IF BID SURETY IS REQUESTED ON PROPOSAL FORM, PLEASE OBSERVE THE FOLLOWING:

19. **BID SURETY:** All Proposals must be accompanied by the bid bond, deposit of cash, certified check, bank cashier's or bank official's check, drawn on a solvent bank payable to the Treasure of the City of Grand Haven in the amount determined by the City as stated in the Proposal Form, as a guarantee that if the bid is accepted a contract will be entered into.
- a) The City will determine the sufficiency of the surety.
 - b) The bid bond should be executed by an authorized surety, guaranty, or trust company.
 - c) If corporate surety is given, the surety or guaranty company should indicate the bond in the State in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond, should accompany the Bid Document unless the certificate is on file in the Office of the City Purchasing Agent.
 - d) The surety signature should be witnessed.
20. **PERFORMANCE SURETY:** The successful bidder may be required to furnish a bond or certified check on a solvent bank, payable to the Treasure of the City of Grand Haven in the amount stated in the Proposal Form as a guarantee for the faithful performance of the contract. The City will determine the sufficiency of the surety.
- a) 10% retainer shall be held by the City for a period of six months after the satisfactory completion date.
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

REFERENCES: Please list three (3) references (Shall include name, address, contact person and phone number):

City	Address	Contact Person	Telephone Number
A.			
B.			
C.			

NOTE

Previous experience and performance may be a factor in making the award.

22. PROJECT COMPLETION DATE: April 19, 2024

23. MISCELLANEOUS: It will be the responsibility of the Bidder to inspect the specified buildings building prior to submittal of a bid. Bidders must visit the site and make their own measurements for bidding purposes. All bidders are required to visit and inspect the site before submitting a bid. It will also be the responsibility of the Bidder to familiarize themselves with the nature and scope of the project specifications, installation and types of materials and incidentals to complete the project.

SCOPE OF SERVICES

Scope of Work:

- 1) Scope of work is located at the City of Grand Haven Municipal Marina. The summary of work includes demolition of existing tile, preparation for installation of new tile, and installation of new tile "in kind" of existing.
- 2) All partitions, bathroom fixtures, benches, or any existing objects will be removed by City of Grand Haven staff.
- 3) Building will be heated in advance of work to suggested specifications of contractor and in agreement with project manager.

For clarity the Contractor shall break these areas and/or surfaces into individual quotations or costed out items based on the bid sheet and as outlined below.

Surface sizes have not been given. It is the contractor's responsibility to review and determine the actual surface area specifications and size and to provide all quantities needed to complete the project.

A) Demolition

- a. Demolition of eight (8) showers and changing areas in men and women restrooms at marina- remove and dispose existing tile in shower and changing areas, to include floors, walls, and ceilings (ceilings include 2 of 8 showers).

B) Preparation

- a. Preparation of eight (8) showers and changing areas in men and women restrooms at marina- fix, fill, and smooth all cracks, chips, bumps, sprawling, and other imperfections necessary for install tile, clean areas of all debris, dust, dirt, and complete all other standard and usual preparation of surface areas needed to apply tile.
- b. Surfaces should be clean and sound and free from dirt, oil, grease, rust, or other contaminants before tiling.
- c. Priming and sealing as necessary for tile install
- d. Property protect existing shower valves, drains, etc. to remain free of damage, debris, etc.

C) Installation/ Application

- a. Installation of (8) showers and changing areas in men and women restrooms at marina- install tile, to include floors, walls, and ceilings (ceilings include 2 of 8 showers) in kind of existing.
- c. Apply liquid membrane or like product to current substrate or approved equivalent.

- d. Use of commercial grade metal rounded corner edging on corners of shared wall separating shower and changing area. Edging to match the size of tiling.
- e. Use of commercial grade grout with color to be selected and approved by project manager.
- f. Wall tile to be porcelain or commercial grade equivalent that is water resistant, durable, and can handle temperature fluctuations during season changes for purposes of winterizing.
- g.. Wall tiling size not to exceed 12"x24"
- g. Floor tiling not to exceed 2"x2"

Miscellaneous:

- 1) All work, including disposal, shall be performed in accordance with all applicable local, state and federal regulations. In addition, any safety precautions shall be observed by the Contractor.
- 2) Time of work to be Monday- Friday between the hours of 7am-5pm (arrangements for after hours and weekend availability is an option and in arrangement and agreement with the project manager.
- 3) Remove all equipment, surplus, materials, and debris from the job site at completion of work. Trash or debris should be prevented from collecting or being spread across the job site during course of the work.
- 4) **The quotation/bid shall include a detailed scope of work as proposed and to include specifics on demolition, preparation, installation, and all other necessary work to complete the job, including all labor and materials.**
- 5) **All work shall be completed no later than close of business on Friday, April 19th, 2024.**

Warranty:

- 1) Two year craftsmanship warranty shall be included. Product warranty shall be per manufacturer's specifications.

January 22, 2024

PROPOSAL FORM

Maria Boersma, City Clerk
519 Washington Avenue
Grand Haven, Michigan 49417

Date

Completely in accordance with your notice, instructions and specifications dated February 14, 2024, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish all labor and materials. The City of Grand Haven may, at its sole discretion, buy the proposed product that is in the best interest of the City of Grand Haven.

City of Grand Haven Municipal Marina shower tile project

All Federal and State taxes must be included.

Item	Total
Labor and material required for demolition of existing tile in all showers	\$
Labor and material required for preparation of tile in all showers	\$
Labor and material (including tile, grout, edging, etc.) required for installation of tile in all showers	\$
Building permit	\$
Total Cost	

Project Total (BID) \$_____

Performance Surety:

Upon award of contract, bidder may be required to provide a certified check or surety bond equaling 10% of proposed bid payable to Treasurer of the City of Grand Haven. A certified check will be returned 6 months after the satisfactory completion date.

(Bidder's Company Name)

(Bidder's Telephone Number)

(Street/Mailing Address)

(City/State/Zip)

(Bidder's Signature)

(Print Bidder's Name)

END OF SECTION