

Asphalt Paving and ADA Concrete Sidewalk Replacement for the Edison Branch Library of the Detroit Public Library

18400 Joy Road, Detroit, Michigan 48228

GENERAL SPECIFICATIONS

May, 30, 2017

Project No.: E18400

Owner:

Detroit Library Commission
Detroit Public Library
5201 Woodward Ave.
Detroit, Michigan 48202

Correspondence:

Detroit Public Library
Facilities Manager
5828 Third Ave.
Detroit, Michigan 48202

INSTRUCTIONS FOR REQUEST FOR BIDS:

1.1 Scope of work consist of four Items:

Item #1 - EAST LOT

- Remove 40' x 95' asphalt lot and approach to proposed subgrade, 12" in depth.
- Safe guard the concrete collar and clean out catch basin. Pitch to lot catch basin.
- Install 18" concrete curb at perimeter.
- Install 20' x 10' concrete apron, 8" thick per the City of Detroit Standards.
- Install 8" 21AA LS Base.
- Install 4" asphalt consisting of 2" 3C / 2" 36A asphalt.

Price #1 = _\$_____

Item #2 - REAR ALLEY PARKING

- Remove 25' x 85' asphalt lot and approach to proposed subgrade, 12" in depth.
 - Adjust and clean out 2 catch basin in the lot.
 - Install 8" 21AA LS Base.
 - Install 4" asphalt consisting of 2" 3C / 2" 36A asphalt.
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Price #2 = _\$ _____

Item #3 - REAR BUILDING WALK

- Remove 50'x 6' concrete walk
- Install 4" 21AA LS Base
- Install 4" concrete walk with integral curb
- Remove and replace Concrete steps to match

Price #3 = _\$ _____

Item #4 - FRONT BUILDING WALK

- Install ADA concrete walk up to front step with 12:1 pitch sides and front out
- Remove and install additional concrete walk as needed
- Install 4" 21AA LS Base.
- Install 4" concrete walk

Price #4 = _\$ _____

Stripe East parking lot markings to included 2 ADA adjoined areas

ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE STATE OF MICHIGAN BUILDING CODE, AS ENFORCED BY THE CITY OF DETROIT, MICHIGAN. ALL WORK MUST HAVE THE REQUIRED CITY OF DETROIT BUILDING PERMITS. ALL INSPECTION COSTS AND SCHEDULING ARE THE RESPONSIBILITY OF THE CONTRACTOR. COPIES OF THE REQUIRED PERMITS MUST BE SUBMITTED BEFORE FINAL ACCEPTANCE OF THE PROJECT WILL BE MADE.

PROTECTION OF PERSONS AND PROPERTY

1.2 SAFETY OF PERSONS AND PROPERTY

The Contractor has responsibility to the Library for establishing, maintaining, and supervising the safety and loss prevention programs covering all work performed by the trade contractor and subcontractors, provided that such does not relieve the trade contractor or the trade contractor's subcontractors from responsibility for the same. The Contractor and each trade contractor

shall designate a responsible member of its organization whose duties shall include loss and accident prevention and who shall have the responsibility and full authority to enforce the program for its organization. Such person shall be the superintendent of the trade contractor unless otherwise designated in writing to the Architect and the Library. The general superintendent shall hold meetings with the representatives of the various trades employed to ensure that all employees understand and comply with the programs.

The trade contractor must promptly report in writing to the Contractor, the Architect, and the Library all accidents arising out of or in connection with the performance of the work, whether on or off the site, that caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury, or serious damage is alleged, the accident shall be reported immediately by telephone or messenger. If any claim is made by anyone against the Architect or the Library or any trade contractor as a result of any accident, the Contractor shall promptly report the facts in writing to the Architect and the Library, giving full details of the claim.

The Contractor shall provide at the site first-aid supplies for minor injuries. The Contractor's superintendent will make a written report of each injury and submit a copy to the Library.

INSURANCE AND BONDS

1.3 CONTRACTOR'S LIABILITY INSURANCE

Worker's Compensation and Employer's Insurance Requirements

In the performance of this work, the Contractor agrees to carry statutory Worker's Compensation Insurance in full compliance with the Worker's Compensation and Occupational Disease Act for the state in which the work

is performed; and to carry Employer's Liability Insurance with a limit of liability of not less than \$100,000/\$500,000/\$100,000 (\$100,000 each employee disease limit/\$500,000 disease policy limit/\$100,000 each employee accidental limit).

General Liability Requirements

A. The Contractor shall carry either of the following coverage's:

Comprehensive General Liability occurrence policy not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, combined single-limit bodily injury and property damage and the following coverage's:

- Premises/operations
- Products/completed operations
- Contractual liability
- Independent contractors
- Broad form
- XCU Liability Insurance (X [explosion], C [collapse], U [underground]), where necessary

1986 Commercial General Liability new occurrence policy, \$1,000,000 per occurrence, a general aggregate of \$2,000,000, and a Products/Completed Operations aggregate of \$2,000,000. Coverage must be based on an occurrence trigger. Protective coverage of the Library and Contractor may be required for certain jobs.

OR

B. Commercial General Liability new claims made policy—only under written approval from the City of Detroit Risk Management Office.

Limits not less than \$1,000,000 per occurrence, a general aggregate of \$2,000,000, a products/completed operations aggregate of \$2,000,000. Protective coverage of the Library and Contractor may be required for certain jobs.

The retroactive date must be prior to, or congruent with, the inception date of the Contract. The retroactive date may not be advanced without the prior written approval of the City of Detroit Risk Management Office. The retroactive date must be specified on the Certificate of Insurance.

An extended Report Endorsement must be requested in writing and obtained within 30 days after the policy terminates from the Contractor's insurance carrier. If the retroactive date remains constant, the "tail" will not be needed unless and until coverage lapses.

The Contractor must maintain general liability insurance as indicated above and provide satisfactory written evidence of same for a period of five years beyond the termination, cancellation, or expiration of this Contract.

The Library reserves the right to require the Contractor to hold funds in escrow for the Extended Reporting Period Endorsement. The Contractor shall contact the City of Detroit Risk Management Office as soon as possible for a determination. The Library reserves the right to pay the premium for the Extended Reporting Period Endorsement from the escrow if it becomes necessary, and the Library shall notify the Contractor if it chooses to exercise this right.

Automobile Liability Requirements

The Contractor shall obtain coverage with limits of not less than \$1,000,000 bodily injury/property damage per occurrence or a combined single limit of \$1,000,000 per occurrence for the following coverage's:

- Owned automobiles, trucks, and equipment
- Hired automobiles, trucks, and equipment
- Non-owned automobiles, trucks, and equipment

Additional insurance required by the Library is as follows:

The Contractor shall also maintain \$25,000 worth of all-risk property insurance coverage because the Library carries all-risk property insurance with a \$500,000 deductible. The Contractor will, therefore, be required to cover the first \$500,000 of any all-risk property claim that may be related to the Contract.

The Contractor shall maintain umbrella liability with a \$2 million limit. The Certificate or Evidence of Insurance shall indicate that the Contractor's policy is primary coverage.

The Library and affiliated entities must be named as "Additional Insured" on all general liability and umbrella policies.

A certificate of insurance demonstrating compliance with requirements must be filed with the Library Project Manager prior to the initiation of any work on Library property.

The Library requires no less than 60 days written notice of cancellation or material change in insurance coverage.

ADDENDA AND MODIFICATIONS

During the bidding period, the bidders may raise questions on the information contained in the bidding documents. Accordingly, the Facilities Project Manager may revise the bidding documents in order to clarify, correct, or explain certain items.

CONTRACTOR NEGOTIATIONS

Negotiations

Negotiations are sometimes required with the low bidder regarding minor changes in the design. However, if major changes are necessary, these may be negotiated with the successful bidder, or the original bids may be rejected and new bids requested on the basis of revised drawings and specifications.

Pre-Award Meeting

Prior to signing any Contract documents or issuing a purchase order, the selected Contractor will participate in a pre-award meeting that will be led by the Library Project Manager. The intent of the meeting is to review, in its entirety, the construction Contract requirements to ensure that the Contractor completely understands the scope of work, schedule, payment terms, Contract changes, and all other aspects of the Contract that will be put in place between the Contractor and the Library.

INVITATION TO BID

INVITATION TO BID

Issue Date: May 30, 2017

Project Title: Edison Library parking lot Paving and Concrete

Project Number: E 18400

Project Description: Design, specifications and installation of new ADA sidewalks, curbing, drains, and asphalt paving on the primary parking area at the Edison Branch Library Branch, 18400 Joy Road, Detroit, MI 48228

Bid Due Date: Thursday, June 15, 2017, 2:30 PM (Purchasing Office Clock), Detroit Michigan Time, no late, fax or e-mail responses will be accepted.

Sealed written proposals will be received at:

Detroit Public Library
Purchasing Agent
Department of Business and Financial Operations
5201 Woodward Avenue
Detroit, Michigan 48202

Documents

The Contract documents for the project, including basic site plans and elevations, general specifications, and bidding and Contract requirements, are on file at the office of the Purchasing Agent.

Contract Documents may be obtained by prospective bidders from the Detroit Public Library, Purchasing Department, located at the Main Library, 5201 Woodward Ave., Detroit, Michigan 48202.

Any questions pertaining to the Contract documents, specifications, and the information above shall be directed to the Facilities Project Manager.

Proposals

Proposals shall articulate all labor, materials, services, and equipment necessary to construct and complete the work as described by the Contract documents. All proposals must be submitted on the form attached to the Contract documents.

Proposals shall be in writing and enclosed in a sealed envelope, clearly labeled with the following suggested information:

Project Name: _____

Bidding Firm's Name: _____

Address: _____

No proposals shall be altered or withdrawn for a period of 60 days after the scheduled closing time for receipt of proposals.

Bid Guarantee

Each proposal, in the Proposal Form included in the Contract documents, shall be signed, sealed, and accompanied by a bid guarantee that shall be not less than 5% of the base bid amount and, at the option of the bidder, shall be in the form of a certified or bank cashier's check or a bid bond secured by a surety company authorized to do business in Michigan. The certified or bank cashier's check shall be made payable to, and any surety shall be made for the benefit of, the Owner, Detroit Public Library. The bid guarantee is to ensure the execution of the Contract and the furnishing of performance and payment bonds by the successful bidder, all as required by the project specifications.

Performance Bond, Labor and Material Payment Bond, and Maintenance Bond:

The successful bidder shall furnish a corporate surety bond in an amount equal to 100% of the Contract payment amount, as security for the faithful performance of the Contract. The successful bidder shall also furnish a separate corporate surety bond in an amount equal to 100% of the Contract amount, as security for the payment of all persons performing labor and furnishing materials in connection with the work of the Contract.

In addition to the above, the successful bidder shall furnish a maintenance bond in the sum of 100% of the Contract payment amount on the completed work. These bonds shall be for the benefit of the Library and any banking institution advancing funds to the Library for the work under the particular Contract. The maintenance bond shall be in effect upon *final* completion of the project and *before* the surety bond is released.

The successful bidder shall, within 10 days after requested to do so by the Library, and before commencing any work at the site, furnish the above bonds and any insurance certificate required. The Contract for the work is expressly conditioned upon receipt by the Library of such bonds and insurance certificates. Each such bond shall be in the appropriate form, in accordance with local law. Each bond shall be included in the Contract documents and shall bear a date the same as or subsequent to the date of the Contract.

Non-Lien Stipulation

This Contract is a Non-Lien Contract. The successful bidder shall execute and the Library shall file a Non-Lien Contract Stipulation before commencing any work at the building site.

Time of Performance

The Contract shall be completed within 30 (thirty) working days following the agreed upon starting date of the project.

Project Schedule

The Contractor shall submit in writing two copies of a proposed Project Schedule to the Facilities Project Manager within 10 days of the date of the Contract and prior to the start of work on the site.

As a minimum, the proposed Project Schedule shall include the following for *all* work of the project:

- Activity description
- Activity location
- Earliest start date
- Latest completion date

Requirements

The successful bidder will be required to comply with the applicable provisions of federal and state statutes, rules, and regulations dealing with the Prevention of Environmental Pollution and the Preservation of Public Natural Resources that affect the project, said settlement of provision being submitted pursuant to the provisions of Act.

Mandatory Pre-Bid Walk-Through

There will be a meeting scheduled by the Facilities Project Manager to Confirm and Adjust the Scope of Work if necessary and familiarize bidders, and any subcontractors, with the project and job site. This meeting will take place on Friday, June 9, 2017 at PRECISELY 1:30 PM Eastern time at the Edison Branch Library Site.

Award of Contract, Rejection of Bids

The Contract will be awarded to the responsible bidder submitting the successful proposal complying with the conditions of the Contract Documents, including the Invitation to Bid, provided the bid is reasonable and it is in the best interest of the

Library to accept it. The bidder to whom the award is made will be notified of such award at the earliest practicable date. The Library, however, reserves the right to reject any and all bids and to waive any irregularity in bids received, whenever such rejections or waiver is determined by the Library to be in its best interests.

The Library also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, a Contract of a similar nature; or who, in the opinion of the Library, is not in a position to perform the Contract; or who has habitually and without just cause neglected the payments of bills or otherwise disregarded obligations to subcontractors, material and equipment suppliers, or employees. In addition to the criteria above for determining the lowest responsible bidder, consideration will be made as to whether the bidder involved:

1. Maintains a permanent place of business.
 2. Has adequate plant equipment available to do the work properly and expeditiously.
 3. Have suitable financial resources to meet the obligations incident to the work.
 4. Has appropriate permanent staff with the necessary technical experience.
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APPENDIX 0-2: PROPOSAL FORM

PROPOSAL FORM

FROM: _____ DATE: _____

Proposal of: _____ (Contractor)

Address: _____

TO:

Detroit Public Library
Purchasing Agent
Department of Business and Financial Operations
5201 Woodward Avenue
Detroit, Michigan 48202

_____:

Having carefully examined the bid documents comprising this project as prepared by Facilities Management Services of Detroit Public Library (hereinafter referred to as the "Library"), including the drawings, specifications, bidding requirements, Contract forms under which the material is to be provided and installed and all conditions affecting the execution of the work:

- A. THE UNDERSIGNED proposes and agrees to perform the entire work in accordance with the specification and/or drawings in a competent and workmanlike manner, for the following attached prices. The price quotations include all charges and expenses pertinent and incidental to furnishing all supervision, labor, transportation, materials, plant facilities, equipment, tools, and all other items necessary for the complete performance of the work as covered by the general and technical provisions of the specifications. Price

quotations also include such items as cost of insurance, taxes, permits, profit, and overhead.

B. THE UNDERSIGNED agrees to assist the Library in sales tax refunds as follows:

The Contractor shall check all materials, equipment, and labor entering into the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this agreement and the system shall be satisfactory to the Library.

The Library or its representatives shall be afforded access to all the Contractor's records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to payments of Michigan sales tax under this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law after the final payment.

The Contractor hereby assigns and transfers to the Library all its rights to sales tax, which may be refunded as a result of a claim for a refund for materials purchased in connection with this Contract. The Contractor further agrees that it will execute any and all additional documents necessary to implement the immediately preceding sentence, and that it will not file a claim for refund for any sales or use tax which is the subject of this assignment.

The Contractor agrees to include the text of the above subparagraphs in full in any contracts with subcontractors.

C. THE UNDERSIGNED agrees to cooperate with and coordinate work with contractors who have work to perform under separate contract(s) with the Library in the building or on the project site before final completion.

D. THE UNDERSIGNED acknowledges the receipt of the following addenda covering revisions to the drawings and/or specifications:

Addenda Number

Date

E. THE UNDERSIGNED agrees to the provisions of all bid documents and to the adequacy of said documents for bidding purposes.

F. It is understood that the Library reserves the right to accept or reject any or all proposals or part thereof or items therein, or to negotiate with the Contractor of its choice, or choices, and to waive any informality in the bidding. The Library reserves the right to review all subcontractors prior to award of the Contract. The bidders by filing bids, shall acquire no rights, whatsoever, against the Library. It is further understood that competency and responsibility of bidders will receive consideration before the award of the Contract.

G. It is further understood that this proposal shall remain in effect for a period of 60 calendar days.

H. Schedule

The bidder submits this proposal with the understanding that substantial completion of work will be accomplished within thirty (30) working days from the starting date.

The bidder submits this proposal with the understanding that all "punch list" items will be completed within 30 days of receipt of "punch list".

I. Completion Date Qualifier

This project must be completed within thirty (30) working days from the starting date. It is understood that certain items are long-lead items from manufacturers and may delay the construction schedule. It is the Contractor's responsibility to order such material early enough to allow adequate time for delivery so as not to delay the project. The following is a list of all long-lead items that may delay completion of this project within the substantial completion date stated in H. above.

MATERIAL

DELIVERY DATE

J. Base Bid

1. for all work required by the Contract documents for the _____

For Detroit Public Library, the stipulated sum of:

_____ Dollars

(Written)

\$ _____

(Numerals)

2. Base Bid Breakdown:

Design Specifications \$ _____

General Construction \$ _____

Environmental Remediation \$ _____

Mechanical Construction \$ _____

Electrical Construction \$ _____

Plumbing Construction \$ _____

Site Restoration \$ _____

TOTAL \$ _____

A detailed breakdown sheet of the work indicating the Contract amount for each item will be submitted by the successful bidder to the Library, prior to award of Contract.

3. Alternates

No

<u>No.</u>	<u>Description</u>	<u>Add</u>	<u>Deduct</u>	<u>Change</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____

K. Change Orders

1. The labor rate to be charged on any change orders that may be involved with This project, both adding and deducting will be as follows:

Paving Contractor

Principal \$ _____/hr
Architect/Engineer \$ _____/hr
Draftsman \$ _____/hr

General Contractor

Journeyman carpenter \$ _____/hr
Apprentice carpenter \$ _____/hr
Laborer \$ _____/hr

Electrical Contractor

Journeyman \$ _____/hr
Apprentice \$ _____/hr
Helper \$ _____/hr

Plumbing Contractor

Journeyman \$ _____/hr
Apprentice \$ _____/hr
Laborer \$ _____/hr

Painting

Painter \$ _____/hr

Others

\$ _____/hr
\$ _____/hr

2. Overhead and Profit (Change Orders)

The amount of mark-up to be applied to any change orders, both adding and deducting, will be as follows (these percentages also apply to all subcontractors and sub-subcontractors):

Library Established Mark-Up:

<u>Type</u>	<u>Overhead %</u>	<u>Profit %</u>	<u>Total</u>
Labor	7.5	7.5	15
Material and equipment	5.0	5.0	10
Subcontractor	5.0	5.0	10

L. Contractor Supervision

The successful bidder will submit in writing to the Library Project Manager the name and qualifications of its project superintendent or foreman prior to the start of work. The Library has the right to accept or reject any supervisor. The Library also reserves the right to accept or reject any supervision change up to the time of the Library's final acceptance of this project.

M. Lien Stipulation

It is understood and agreed that this Contract shall be a "Non-Lien" Contract. The Contractor agrees to execute and the Library agrees to file the "Non-Lien Contract Stipulation" no later than 10 days after the Contract date or prior to commencing any work, whichever is sooner. Upon completion of the work, the Contractor shall furnish to the Library a Release of Lien from every person, firm, or corporation under direct Contract with the Contractor doing work or furnishing material for construction of the building and improvements.

N. THE UNDERSIGNED submits this proposal to Detroit Public Library and in consideration, or receipt and consideration of this proposal by the Library, intends to be legally bound by this proposal.

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- O. Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal Contract within five days and present the same to the Library. If execution of the Contract is not received within five days, the Contract will be re-awarded to the next appropriate bidder.

IN WITNESS WHEREOF, the undersigned has caused this proposal to be executed as of _____.

(Date)

Legal Name of Bidder: _____

Legal Address of Bidder: _____

(If a corporation, affix corporate seal.)

Signed by: _____

Title: _____

Telephone: _____

Witnesses: _____

IF AWARDED THE JOB, I CERTIFY THAT ALL BUILDING MATERIALS TO BE USED DURING THE COURSE OF THE WORK ARE ASBESTOS-FREE.

(Bidder's Name)