

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

2011 - 2012 AIRPORT SNOW REMOVAL



BRUCE KILMER
Mayor

KATHIE GRINZINGER
City Manager

Prepared By:
Division of Public Works

RANDY CHESNEY, P.E.
Interim DPW Director/City Engineer

September 2011

City of Mt. Pleasant, Michigan

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CITY HALL
320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY
804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS
1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS

2011 – 2012 Airport Snow Removal

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on Tuesday, October 11, 2011, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2011 - 2012 Airport Snow Removal Bid – October 11, 2011".

No bid deposit check or bond is required.

Specifications are available at the Public Works Building, 1303 N. Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, from 8:00 a.m. to 4:30 p.m. To view and download Specifications at no charge, visit the City of Mt. Pleasant website at www.mt-pleasant.org/depts/engineering/biddinginfo.htm

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

Randy Chesney
Public Works Interim Director
(989) 779-5401

Jeremy Howard
City Clerk

Dated: September 13, 2011

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS

1. **Proposals**

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. **Comparison of Bids**

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9,999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. **Time**

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. **Indemnification**

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Insurance and Bonds**

The successful Bidder will be required to provide insurance in the amounts specified in Administrative Memo No. 8-78, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original Insurance Certificate.

7. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

8. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

9. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

City of Mt. Pleasant, Michigan

ADMINISTRATIVE MEMO NO 8-78

Issued: October 10, 1978

Revised: June 21, 1989

Subject: **MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS**

Summary Statement

The provision of adequate insurance by persons and businesses working for the city or on street right-of-way is essential to protect the public from the costs of injury or damage and to protect the city from unnecessary liability resulting from the acts of persons and businesses working for the city. Minimum insurance requirements are needed to provide this protection.

Memo

Persons or businesses which provide professional services to the city under the terms of a written contract or provide labor and/or material to accomplish work for the city or for others on or over street right-of-way or other city property shall carry insurance and bonds to protect the public and the City from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits, or other authorization to begin work, certificates of insurance evidencing the purchase of insurance in amounts not less than required by the Administrative memo or bid specifications, whichever is greater, shall be filed with City Clerk. Such certificates shall:

- a. Show that the insurance is currently in force and termination date of each policy.
- b. State the limits of liability of the policies covered by the certificate.
- c. Show that the City of Mt. Pleasant is to be specifically named in policy as an "additional insured" and should be issued to the City of Mt. Pleasant as the certificate holder.
- d. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the State of Michigan.

Required bonds shall be filed with the City Clerk prior to the signing of contracts or other authorizations to proceed with work.

Insurance and bonds shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks should be considered and with approval of the City Manager may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

INSURANCE REQUIREMENTS

Type	Limit of Liability	Required of: City Contractor	Contractor On R-O-W
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability (including products and completed operations liability)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Automobile Liability (including hired cars and automobile non-ownership)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each occurrence	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Additional Insured Clause	City of Mt. Pleasant to be specifically named in policy as an "additional insured"	X	X
Excess Liability (Required unless risk occurrence is nominal)	\$1,000,000 each	X	

Persons or businesses engaged to provide labor and material in an amount in excess of \$10,000, or who will receive partial payments as work progresses will provide labor, performance and material bonds equal to the value of the work being performed. Such bonds are not required where the work to be done is of a type in which the failure to perform will not adversely affect the city's ability to function or increase the city's cost of completing the work.

[Form 24]

City of Mt. Pleasant, Michigan
PROPOSAL
2011 – 2012 Airport Snow Removal

TO: Office of the City Office
City Hall
320 W. Broadway Street
Mt. Pleasant, MI 48858

BID DATE: October 11, 2011
TIME: 1:30 p.m.

In accordance with the specifications and other bid requirements heretofore provided, the undersigned agrees to provide the materials and perform the services stated in said Specifications at the prices set forth below. This is a firm bid and not subject to withdrawal or change for a period of thirty (30) days.

NOTE TO BIDDERS: The following information must be accurately filled out by the bidders for each specified item:

- (1) Blade Truck/Road Grader and Operator Cost Per Hour \$ _____
(2) Loader and Operator Cost Per Hour \$ _____

Supplemental Bid Information:

- (1) Description of Truck: _____
Plow Blade Size (to the nearest inch): _____
Owner Name and Address: _____
(2) Description of Loader: _____
Bucket Blade Size (to the nearest inch): _____
Owner Name and Address: _____

The City reserves the right to verify measurements. The City's measurement will prevail in any dispute. Bids will be compared by dividing the cost per hour by the blade size (length) for each piece of equipment, then averaged to determine the cost per blade foot.

Contact Person(s):

A) Name: _____
Telephone No: _____ Alternate Telephone No: _____

B) Name: _____
Telephone No: _____ Alternate Telephone No: _____

Respectfully Submitted,

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME & TITLE: _____

DATE: _____

City of Mt. Pleasant, Michigan
2011 – 2012 Airport Snow Removal Bid

SPECIFICATIONS

I. General Specifications

The general purpose of this contract is to provide 24-hour availability of manpower and equipment for the timely removal of snow during the 2011 – 2012 winter season at the Mt. Pleasant Municipal Airport, located at 5453 Airport Road, Mt. Pleasant, Michigan. The following “Snow Removal Policy” shall govern the typical procedures for snow removal, based on storm intensity.

II. Snow Removal Policy

General Procedure

All snow and ice control services at the Mt. Pleasant Municipal Airport shall begin only upon the direction and approval of the Airport Manager or Assistant Airport Manager who, in turn, shall notify the Division of Public Works office during normal office hours of such action. Airport management shall be responsible for monitoring all time and equipment used and shall verify, by signature, each statement for services rendered before submitting such statement to the Division of Public Works for payment.

Scope of Work

The order of priority for snow and ice control is: (1) main runway, (2) taxiways, (3) ramps, and (4) parking areas. Sidewalks are not to be plowed by the contractor. Snow along lighted runway and taxiways shall be pushed back behind the lights so as not to obstruct the view of approaching traffic. Snow in all areas shall be deposited so as not to block any paved travel way, tie-down area, hangars, or parking area.

TYPICAL PROCEDURES

1” – 2” Snowfall: Plow all areas in normal order of priority.

2” – 4” Snowfall: If snow removal begins at the end of a storm, plow in normal order of priority.

If snow removal begins during the storm, the main runway shall be initially opened for any air traffic and then other areas shall be cleared before returning to the main runway for final snow removal once the snow subsides.

4” – 6” Snowfall: Continuous snow removal will be necessary on main runway and taxiways. All other areas shall be plowed as storm intensity and time permit.

6” or More Snowfall (Blizzard Conditions): Continuous snow removal on main runway and one (1) taxiway. Keep a driveway clear for emergency vehicles from the runway to the terminal entrance at Airport Road. Clear all other areas when storm intensity

subsides and as time permits. Completion of ramp areas and parking areas shall be within 48 hours of the time the storm subsides.

NOTE: Conditions may vary at any time causing a change in procedure. The Airport Manager or Assistant Airport Manager may request the contractor to change his/her procedure as conditions warrant. In cases of emergency, the Division of Public Works will assist if equipment is available.

III. Restoration of Damaged Property

Any and all damage occurring to structures, fixtures, and grounds will be repaired in a timely manner at the contractor's expense. Repairs to damaged lawn areas shall be completed no later than May 1, 2012. All repairs will be done in a manner to restore damaged items to their original condition.

IV. Equipment and Operators

Based on the intensity of the snowfall, various pieces of equipment will be required for varying storm intensities. Bids for services will include hourly cost for (a) blade truck and operator, and (b) loader and operator. A blade truck shall be 35,000 GVW (minimum) with underbody blade. A road grader meeting the same requirements of a blade truck will be accepted as an approved alternate. A description of the equipment to be used shall accompany the hourly rate in the bid proposal and should include the size of the equipment and the size of the plow. If the successful contractor is subcontracting or renting any equipment for the snow removal operations, the subcontractor and the source of rental shall be included in the bid proposal. The equipment best suited for the completion of snow removal in the shortest period of time shall be utilized at all times.

V. Insurance

Upon award of the bid, the successful contractor shall provide the City of Mt. Pleasant with a Certificate of Insurance in accordance with the insurance requirements set forth in ADMINISTRATIVE MEMO NO 8-78: MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS. A copy of this memo is included in this bid packet.

VI. Payment

Payment for services rendered will be made within thirty (30) days following receipt of an invoice, which must be verified by the Airport Manager and submitted to the Division of Public Works. Ten percent (10%) of invoiced amounts shall be retained by the City to be paid at the conclusion of a spring inspection of damages to airport property caused by snow removal operations. **This agreement has a maximum payment amount of \$12,500 over the snowplowing season. The contractor must not exceed this amount without City authorization.**

AIRPORT SNOW REMOVAL HISTORY

2008 - 2011

(For Information Only)

2008 AIRPORT SNOW REMOVAL

DATE	HOURS	COST
January	18.00	\$ 2,247.50
February	51.00	\$ 6,700.00
March	0.00	\$ -
November	10.00	\$ 1,359.50
December	99.00	\$ 4,400.00
TOTALS	178.00	\$ 14,706.00

2009 AIRPORT SNOW REMOVAL

DATE	HOURS	COST
January	37.50	\$ 2,580.00
February	23.00	\$ 1,567.50
March	4.00	\$ 240.00
November	0.00	\$ -
December	35.30	\$ 2,428.50
TOTALS	99.80	\$ 6,816.00

2010 AIRPORT SNOW REMOVAL

DATE	HOURS	COST
January	21.00	\$ 1,384.50
February	43.00	\$ 2,803.50
March	0.00	\$ -
November	0.00	\$ -
December	27.75	\$ 2,497.50
TOTALS	91.75	\$ 6,685.50

2011 AIRPORT SNOW REMOVAL

DATE	HOURS	COST
January	47.00	\$ 4,230.00
February	53.50	\$ 4,815.00
March - Present	0.00	\$ -
TOTALS	100.50	\$ 9,045.00