

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

**Permanent Removal and Off-Site Disposal of
Underground Fuel Storage Tanks**



JIM HOLTON
Mayor

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City Manager

Prepared By:
Division of Public Works

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DPW Director

July 2015

City of Mt. Pleasant, Michigan

T A B L E O F C O N T E N T S

**Permanent Removal and Off-Site Disposal of
Underground Fuel Storage Tanks**

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Instructions to Bidders

Contract Documents

Proposal

Technical Specifications

Specifications
Min. Insurance Requirements
Location maps



THE CITY OF MT. PLEASANT, MICHIGAN

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

Permanent Removal and Off-Site Disposal of Underground Fuel Storage Tanks

The City of Mt. Pleasant, Michigan, is requesting proposals for the permanent removal and off-site disposal of three (3) underground fuel storage tanks (UST) and related equipment from the Public Works yard. Proposals should be submitted to the Office of the City Clerk, City Hall, 320 W. Broadway, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on August 11, 2015.

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than five percent (5%) of the bid price, made payable to the City of Mt. Pleasant.

To view and download complete proposal specifications at no charge, visit the City of Mt. Pleasant website at www.mt-pleasant.org and navigate to the bids and quotes page.

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

John Zang
DPW Director
(989) 779-5402

Jeremy Howard
City Clerk

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. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount as indicated in Section 108.11 of the 2003 MDOT Standard Specifications for Construction for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.

b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.

c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **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.

12. **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.

13. **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.

14. **Bidder Responsibility For Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in Section 103 of the 2003 MDOT Standard Specifications for Construction.

Revised: March 2011

City of Mt. Pleasant, Michigan
BID PROPOSAL

**Permanent Removal and Off-Site Disposal of
Underground Fuel Storage Tanks**

TO: Office of the City Clerk
City Hall
320 West Broadway St.
Mt. Pleasant, MI 48858

BID DATE: August 11, 2015
TIME: 1:30 p.m.

The undersigned, as Bidder, hereby declares that his bid is made in good faith without fraud or collusion with any person or persons bidding of the same Contract; that he has carefully read and examined the Contract Documents, including the Notice to Bidders, Instructions, Bond Forms, Technical and Detailed Specifications, and Contract Drawings, for the designated work and understands all of the same; that he, or his representative, has made such a personal investigation at the site as is necessary to determine the character difficulties attending the execution of the proposed work; and he proposes and agrees that if this Proposal is accepted, he will contract with the Owner in the form of the Contract hereto annexed, to provide necessary machinery, tools, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth to furnish Contractor Bonds and Insurance required of the Contractor by the Contract Documents, and that he will take in full payment therefore the unit prices set forth in the following Proposal.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

This Bid must be reviewed and accepted by both the City of Mt. Pleasant and the Michigan Department of Transportation. The Bidder agrees that his bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving the bids.

The Bidder hereby agrees to commence work under this Contract on or before date to be specified in the written Notice to Proceed executed by the Owner.

The unit prices below shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of the several kinds specified, and the Bidder agrees to perform all of the work described in the Specifications and/or shown on the Plans for the following unit prices:

Description of Work	Price
Emptying of residual material, excavation and removal of three (3) 10,000 gallon fiberglass reinforced fuel tanks for permanent closure in compliance with Michigan Department of Environmental Quality and Public Act 451 of 1994, related equipment and materials	\$
Assessment Sampling	\$
Site Restoration	\$
Required Notifications and Reporting	\$
TOTAL BID	\$
Number of days required to complete this work	

_____ and ___/100 Dollars.
(Written)

RESPECTFULLY SUBMITTED,

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____

EMAIL _____

SIGNATURE _____

PRINT NAME AND TITLE _____

DATE _____

**CITY OF MT. PLEASANT – DIVISION OF PUBLIC WORKS
REQUEST FOR PROPOSALS**

**Permanent Removal and Off-Site Disposal of
Underground Fuel Storage Tanks**

Overview

The City of Mt. Pleasant is seeking proposals from certified contractors for the permanent removal and off-site disposal of three underground fuel storage tanks (USTs), piping, pumps and equipment in accordance with State of Michigan regulations.

Key responsibilities:

1. Purge, cut, clean, excavation and removal of two (2) 10,000-gallon fiberglass underground unleaded fuel storage tanks, and one (1) 10,000-gallon fiberglass underground diesel fuel storage tank.
2. Removal of all pumps and piping in compliance with State of Michigan regulations.
3. Onsite soil testing
4. Environmental assessment reports
5. Submittal of required reports/forms to the State of Michigan – Department of Licensing and Regulatory Affairs
6. Utility notification (Miss Dig)
7. Backfilling the area – Backfilling only. City crews will level and landscape.
8. A qualified inspector must supervise removal and testing process
9. All local, State and Federal permits and/or approvals will be the responsibility and at the expense of the contractor.

Firms will be ranked on experience, cost, and qualifications, availability, and ability to meet Federal and State requirements.

Interested contractors are requested to submit proposals and qualifications to the office of the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan, 48858, by 1:30 p.m. on August 11, 2015. **All work must be completed by September 30, 2015.**

Scope of Work

- Storage Tank Removal
 1. Appropriate notification and reporting shall be prepared and reported to the State of Michigan Department of Licensing and Regulatory Affairs, Bureau of Fire Services, Storage Tank Division.
 2. Provide all equipment and labor to remove, purge, cut, clean, and properly dispose of two (2) 10,000 gallon fiberglass gasoline underground storage tank one (1) 10,000 gallon fiberglass diesel underground storage tank, associated piping and fuel dispensing pumps.
 3. Protect existing facilities from damage by falling debris, dust, and construction operations.
 4. Protect any utilities encountered during excavation until they are determined whether they are active or inactive.
 5. Perform removal in a manner that will provide the least interference and most protection to the public by minimizing dust, noise, and other nuisances as much as possible. Maintain
 6. Materials to be removed will not be permitted to accumulate on site. Removal all materials.
 7. Contractor shall be responsible for damage to personnel, public, roadways, structures, utilities, facilities, and equipment caused by operations and shall repair any damage at its own expense or replace items damaged.
 8. Upon completion of the project, a landfill receipt to document the proper disposal of the storage tanks and associated components shall be provided to the City of Mt. Pleasant.

- Removal of Remaining Product
 1. Fuel has been pumped out previously from tanks and associated piping, but residual may remain. However, remaining contents, if any, shall be removed from tanks and associated piping.
 2. Tank contents shall be properly disposed of in accordance to Federal and State of Michigan guidelines.
 3. Disposal of tank contents, sludge, tank cleanings, wash water and cleaning solutions shall be paid by the Contractor, and will not be reimbursed by the City.

- Excavation
 1. During excavation, extreme caution shall be exercised in order to maintain the integrity of the USTs.
 2. Provide shoring and bracing where necessary to support existing construction and personnel during demolition in accordance with MIOSHA standards.

- Removal of Mechanical Items
 1. Remove mechanical equipment and related materials
 2. Removal shall include, but not be limited to, fill, gauge, vent, and product delivery piping, valves, pumps, dispenser, concrete slab-on-grade, guard posts, and associated accessories.

- Removal of Electrical Items
 1. Remove electrical equipment and materials in areas shown and specified. Removal shall include, but not be limited to conduit, wiring, wiring devices, motors, motor controls, and associated controls for level and leak detectors.
 2. For conduit and wiring extending beyond excavation area, remove conduit to nearest junction box or fitting, remove wire to its point of origin, and cover opening in box or fitting. Cap underground conduit at building foundation.
 3. Electrical connections: Do not remove any electrical connections until circuit is de-energized. The contactor shall verify that de-energization has occurred and shall comply with lockout/tag out requirements as stipulated by MIOHSA.

- Underground Storage Tank Removal
 1. Before tank is removed from excavation, plug or cap all accessible tank holes. One plug shall have 1/8 inch vent hole. Tank shall be positioned with vent plug on top of tank during subsequent transport and storage.
 2. Complete excavation around tank. Remove tank from excavation area and place on level surface. Use wood blocks to prevent movement of tank after removal and prior to loading for transport from site.
 3. Spills or drips shall be contained to prevent contamination of soils during removal.

- Notifications and Reporting

The Contractor shall contact Miss Dig to have the utilities staked before excavation work can begin. The Contractor is responsible for notifying, and preparing and submitting the appropriate reports to the State of Michigan's Department of Licensing and Regulatory Affairs, Bureau of Fire Services, Storage Tank Division, including:

1. Miss Dig Staking
2. Intent of Removal, Closure or Change-in-Service of Underground Storage Tanks
3. Underground Storage Tank System Site Assessment Report and Closure or Change-in-Service Registration Form
4. Registration of Underground Storage Tanks

For the purposes of bidding, it shall be assumed that the site meets all of the necessary requirements.

Contractor shall notify the local fire department seven (7) days in advance prior to commencement of work.

- Soil Sampling

All assessment sampling conducted on the site shall be performed in accordance with the Michigan Department of Environmental Quality Remediation and Redevelopment Division (RRD) Operational Memorandum No. 2: Sampling and Analysis.

- Backfilling Excavation Area

1. Contractor shall backing the excavation area using a City-approved material to a depth of 6" below grade. The City's Street Department supervisor will advise the Contractor which material to use.
2. City crews will complete the backfilling from 6" below grade to level with the surface, and landscape.

- Salvage of Materials

Salvageable materials, such as the Veeder-Root, card reader, gas pumps, etc., are the property of the City of Mt. Pleasant and shall be set aside as work progresses.

- Disposal of Materials
 1. Contractor shall be responsible for proper disposal of all project derived waste material. This includes, but is not limited to, excess excavated material, nonsalvageable equipment and materials, tank, any sand, liquid, fuel, or sludge contained in the tanks, and cleaning water used to clean the tanks.
 2. Waste material shall be transported and disposed of using transporters and disposal facilities that possess all required Federal, State, or local licenses or permits.
 3. Submit manifests certifying destination, receipt, and disposal of demolition materials.

- Cleanup
 1. Maintain public streets and thoroughfares used in carrying out disposal free of litter or soil attributable to this operation. Equip and load trucks or other vehicles in such a manner as to prevent leakage, blowing off, or other escape of any portion of material hauled. Cost incurred by City in cleaning up such litter will be charged to the Contractor and deducted from monies due or to become due under this contract.
 2. Upon completion of excavation work, area must be clean of materials not to remain.
 3. Leave area in clean condition.

- Warranty

Warrant all work for a time period of one (1) year.

Insurance Requirements

The Contractor shall provide proof of insurance that meets the City's minimum requirements for contractors (see next page).

[Form30]

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

Contractor Type	Limit of Liability	Required of: City	
		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.

City of Mt. Pleasant GIS



Legend

-  Parcels
-  Easement
- Storm Mains**
-  Public
-  Private
- Storm MHs**
-  CBs
-  Inlets
- Sanitary**
- Sanitary Mains**
-  Public
-  Private
-  Current Main (Atlas)
-  Sanitary Force Mains
- Sanitary MHs**
-  Public
-  Private
- Water**
- Water Mains**
- Hydrants**
- Valves**
- Water Services**
- Street Centerlines**
-  CMU
-  County
-  Local
-  Major
-  Private
-  State
- Alleys**
-  0
-  1
-  Sidewalk
- Sidewalk Ramps**
-  No Plates
-  Has Plates



0 25507500 ' 1



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City of Mt. Pleasant GIS



Legend

- Parcels
- Easement
- Storm Mains**
- Public
- Private
- Storm MHS**
- CBs
- Inlets
- Sanitary**
- Sanitary Mains**
- Public
- Private
- Current Main (Atlas)
- Sanitary Force Mains
- Sanitary MHS**
- Public
- Private
- Water**
- Water Mains**
- Hydrants**
- Valves**
- Water Services**
- Street Centerlines**
- CMU
- County
- Local
- Major
- Private
- State
- Alleys**
- 0
- 1
- Sidewalk
- Sidewalk Ramps**
- No Plates
- Has Plates



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