
The City of Traverse City

Office of the City Manager

GOVERNMENTAL CENTER

400 Boardman Avenue

Traverse City, MI 49684

(231) 922-4440

(231) 922-4476 Fax



May 8, 2015

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Tuesday, May 26, 2015, at 10:00 AM** for the following:

**DUNCAN L. CLINCH MARINA HARBORMASTER BUILDING
PAINTING PROJECT**
(specifications attached)

If the specifications are obtained from the City's new updated website link at: http://www.traversecitymi.gov/bids_and_rfps.asp, it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to jdalton@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

Only the successful Bidder will be notified. If you so desire, you may call for results.

You must indicate on the outside of the sealed envelope that the bid is for the **“Harbormaster Building Painting Project Bid.”**

You must submit **TWO (2) SEALED COPIES** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Barry Smith, Marina Dockmaster, at (231) 922-4906 before the bid is submitted.

PLEASE SUBMIT BID TO: Julie Dalton, Purchasing Agent
400 Boardman Avenue, 2nd Floor
Traverse City, MI 49684

MAY, 2015
DEPARTMENT OF PUBLIC SERVICES
DUNCAN L. CLINCH MARINA HARBORMASTER BUILDING
PAINTING PROJECT
111 EAST GRANDVIEW PARKWAY

OWNER
CITY OF TRAVERSE CITY
400 Boardman Avenue
Traverse City MI 49684

Penny Hill, Acting City Manager
Benjamin Marentette, City Clerk
Dave Green, DPS Director

5/8/2015

CITY OF TRAVERSE CITY
REQUEST FOR BIDS

DEPARTMENT OF PUBLIC SERVICES
DUNCAN L. CLINCH MARINA HARBORMASTER BUILDING
PAINTING PROJECT BID
111 EAST GRANDVIEW PARKWAY

1) INTENT

The City of Traverse City requests bids from qualified painting companies to prepare and paint/stain the Harbormaster Building at the Duncan L. Clinch Marina including all required preparation work and final clean up in accordance with the attached specifications and professional painting standards. If the bid is acceptable the City intends to issue a service order for the work on or before June 5, 2015 with work to begin on or before June 8, 2015 and completed by June 25, 2015.

The City intends to select a bid on the basis of qualifications, ability, relevant experience, cost, work plans, time frame, and possession of the required licenses and insurances and other pertinent factors. The Contractor will be issued a service order from the City for this work.

2) SCOPE

The scope of this project consists of furnishing all materials, equipment and labor to prepare, paint/stain and conduct final clean up required for the recoating of the entire exterior of the Duncan L. Clinch Marina Harbormaster Building, including the picnic pavilion beams and walkway support beams. All work, methods and materials shall be performed as specified and requested in accordance with the attached specifications.

Upon completion of the work the Contractor shall, as directed by the Dockmaster, remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. In the event of his failure to do so, the same may be done by the City at the expense of the Contractor.

3) EXAMINATION OF THE WORK

Prior to submission of the bid, the Contractor shall make and shall deem to have made a careful examination of the plans, specifications and contract included herein. The Contractor shall become informed as to the nature of the proposed project, general local conditions and all other matters that may affect the cost and time of completion of the project.

4) INSURANCE

The Contractor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Contractor will upon execution of this

Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Contractor is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Contractor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Contractor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Contractor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.

5) SUBCONTRACTING

The selected Contractor will be required to assume responsibility for all services outlined in this bid, whether or not that firm provides them or subcontracts them to another entity. None of the Contractor's duties under the Contract shall be assigned, subcontracted or transferred without prior written consent of the City. Any assignment, subcontract or transfer of duties under the Contract shall be in writing. The City will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any or all charges resulting from the Contract. If any of the work is to be subcontracted, the Contractor awarded the bid must provide a complete description of the work to be subcontracted and a description of the subcontractor's organization and capabilities. Contractor must list all subcontractors to be used on the Bid Summary sheet. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the project and its specifications.

6) PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of the Contractor's work from damage and shall protect all public and private property from injury or loss arising in connection with Contractor's work, and shall defend and save the City harmless from all such damages or injuries occurring because of Contractor's work. Contractor shall furnish and maintain all

passageways, barricades, signage, and other facilities for protection required by public authority or by local conditions, all at no additional cost to the City.

The Contractor shall assume full responsibility for loss or damage during the construction period resulting from all causes whatsoever not directly due to the acts or negligence of the City, including fire, flooding, vandalism and malicious mischief.

7) SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

8) TERMINATION

For Fault. If the City determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period of not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at the time of termination may be adjusted to cover any additional costs occasioned by the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Contractor at law or under the terms of this Agreement.

Not for Fault. Whenever the City determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any State or Federal agency, the City may terminate this Agreement by written notice to the Contractor specifying the services to be terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination plus any costs the Contractor incurs directly resulting from such termination.

9) PAYMENT

Unless otherwise noted below, all restoration costs will be incidental to the various types of work delineated in the Contractor's proposal. Payment shall be made within thirty (30) days of satisfactory completion of the work. The City may withhold payment in whole or in part for:

- A. Defective work not remedied, or
- B. Damage to City property, or

- C. Failure to obtain proper permits and insurance, or
- D. Claims filed or reasonable evidence indicating probability of claims being filed, or
- E. Failure of the Contractor to make payments properly for subcontractors, or for material, or labor, or
- F. A reasonable doubt that the Contract can be completed, or
- G. Damage to another Vendor.

10) INQUIRIES

Please direct any questions concerning any part of these specifications to Barry Smith at 922-4906, between 7 a.m. and 3:00 p.m., weekdays.

11) SUBMISSION OF BIDS

Interested Contractor's must submit a sealed bid containing:

- A. A completed Bid Summary
- B. A statement of Contractor's previous experience and professional qualifications, identifying the person responsible for drafting the bid and listing at least four (4) recent commercial references.
- C. Identification of a contact person to whom inquiries should be directed, with an address, telephone number, and fax number (if available).
- D. Specify on a separate sheet of paper any items not possible to accomplish with the above specifications.
- E. Qualifications of designated safety person.

SEALED BIDS CLEARLY MARKED "HARBORMASTER BUILDING PAINTING PROJECT BID" MUST BE RECEIVED AT THE FOLLOWING LOCATION NO LATER THAN 10:00 A.M. ON TUESDAY, MAY 26, 2015:

Julie Dalton, Purchasing Agent
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684

Telefaxed or e-mailed bids are not acceptable.

Only the successful Contractor will be notified. If you so desire, you may call for results.

PAINTS AND COATINGS

PART 1 – GENERAL

1. **Summary.** Section includes: painting as scheduled and otherwise indicated.
2. **References.** Prepare surfaces, and mix and apply materials, in accordance with the best current practice, the recommendations of the National Paint and Coatings Association, and according to the paint or special coating manufacturer's detailed specifications, instructions, and recommendations. Materials and workmanship shall be proper in all respects.
3. **System Description:**
 - A. Design Criteria: finished surfaces shall match colors as scheduled. Provide colors as necessary. The following assumptions shall govern the basis of the Contract:
 1. Coverage shall provide uniformity of color. Provide at least one coat.
 - B. Performance Requirements:
 1. Surfaces included in painting work:
 - a. Exposed piping, conduits, and other equipment seen against painted walls and ceilings, and at acoustical ceilings, to match wall or ceiling color.
 - b. Exposed ferrous metals at the building exterior, including bollards, lintels.
 2. Surfaces excluded from paint work:
 - a. nameplates on equipment.
 - b. UL or other rating labels on fire resistant doors and frames.
 - c. Surfaces with factory colors selected or specified by the Architect, such as acoustical tile and ceiling grid, casework, and electric light fixtures.
 - d. Surfaces with integral finish requiring no painting, such as resilient floor coverings, glass, plastic laminate, and finished metals such as anodized aluminum, brass, bronze, chrome and stainless steel.
 - e. Concealed surfaces, except where specifically indicated.

f. Lubricated surfaces such as tracks, electrical contact areas of light tracks and fixtures, and other items where paint would interfere with operation.

4. **Submittals:**

A. Samples: submit draw-down sample color chips of paint and enamel.

B. Product Data: submit for products specified.

C. Maintenance Materials: at Substantial Completion, furnish to the Owner and obtain a receipt for spare materials, for future replacement and maintenance purposes, equivalent to at least five (5) gallons of each color and type of paint applied.

5. **Quality Assurance:**

A. Applicator Qualifications: the painting work shall be performed by an established firm employing skilled, experienced workers under competent supervision.

B. Regulatory Requirements: paint products shall comply with VOC and environmental regulations.

C. Project Prototype: begin application in an area as directed, and obtain the owner's approval of the prototype area as a standard.

PART 2 – PRODUCTS

1. **Materials:**

A. Paints and Coatings: products of Benjamin Moore, Glidden, Mercury, Pittsburgh, and Sherwin-Williams are acceptable, subject to compatibility with substrates and other coats, and subject to the owner's approval.

B. Wood Stains, Bleaching Oil, Weathering Stain, Solid Stain: products of the following manufacturer:

1. Cabot:
 - a. O.V.T. solid color stains, 100% acrylic
 - b. Bleaching oil
 - c. Weathering stain

2. **Accessories:**

A. Putty: non-shrink linseed oil type.

1. Match the wood for transparent or stain finish.

PART 3 – EXECUTION

1. Preparation:

A. Metal: wash bare metal with solvent to remove dirt, oil or grease. Remove silicone coatings where present. Wire-brush or sand the surface clean and apply metal primer. Clean shop-primed surfaces and touch up as necessary.

1. Clean galvanized metal to remove oils, grease and dirt.
 - a. Test the galvanized surface with copper sulfate solution to determine if the surface has been passivated or stabilized, which may interfere with adhesion.
 - b. If the surface has not been passivated or stabilized, solvent-clean the surface per SSPC-SP1. Do not rely on vinegar or weak acid.
 - c. If the surface has been passivated or stabilized, take special precautions to prepare the surface, by brush-blasting if acceptable environmentally, or by chemical etching with a product such as Amchem “Galvaprep SG-3.”
 - d. Further information is available through the PPG Technical Services Hotline, 800-441-9695.
2. Apply galvanized metal primer to properly prepare galvanized metal.

B. Gypsum Board: cut out cracks, scratches and other imperfections in the surfaces, and fill them flush with adjacent surfaces, using spackling compound or wallboard joint compound. Do not raise the nap on gypsum board. Touch up suction spots evident after application of the prime coat.

C. Masonry: remove all dirt, oil and grease stains, and efflorescence, per coating manufacturer’s recommendations. Surfaces shall be thoroughly dry and free from alkali. Test for alkali. Touch-up suction spots after prime coat application.

D. Wood: sand wood to receive transparent or stain finish.

E. Removed Finishes: where tile and other finishes are removed, remove remaining adhesives.

F. Previous Coats: primers and undercoats shall be thoroughly dried and cured, and free from defects. Lightly sand the surface. Remove defects and foreign matter in the coating.

Feather-edge and touch up. Repair scratches, abrasions, and other damage and disfigurements. Provide a level, smooth surface.

2. **Application:** Paint: make sharp and clean edges, without overlapping, at other materials or colors. Neatly draw lines at corners, edges, and the like. At door frames and similar items, return the face color to adjacent surfaces. Finished surfaces shall be smooth and even, and free from runs, brush marks, laps, skips and holidays. Use brushes, roller, or spray equipment, as best suited for the material and texture specified, per manufacturer's directions. Apply paint materials at the manufacturer's recommended rate to achieve at least 1.5 mils dry film thickness per coat, spray loss not included. Apply additional coats as necessary to achieve complete coverage or to correct defects.

3. **Cleaning:** Remove protection upon completion. Remove all painting stains and deposits from glass, floors, and other surfaces. Refinish or restore damaged surfaces. Replace all materials that cannot be restored or refinished.

4. **Paint and Coating Schedules:**

A. Exterior Schedule of Painting and Coating

1. Exterior Ferrous Metal:

- a. Hollow metal doors and frames, and exposed primed or galvanized steel. (Paint the tops, bottoms and edges of doors.)
- b. Surfaces of lintels and relieving angles visible after completion of the face brick masonry.
- c. Steel bumper posts and other site steel.
- d. Exposed piping and conduit outside the building.
1st coat: metal primer, galvanized metal primer, or shop prime coat touch-up.
2nd coat: alkyd, enamel, semi-gloss.
3rd coat: alkyd, enamel, semi-gloss.

2. Exterior Wood Surfaces:

- a. Weathering stain finish:
(Heavy Timber Columns)
1st coat: combination 50% bleaching oil and 50% weathering stain
- b. Solid stain, acrylic, flat
(Fascia, Trim, Siding, Soffits, Exposed Rafters and Exposed Roof Decks)
1st coat: unsealed wood – universal exterior wood primer

1st coat: primed materials – solid stain, acrylic
2nd coat: solid stain, acrylic

3. Exterior Concrete Block:

- a. Exterior CMU at existing Harbormaster Building
 - 1st coat: concrete block primer and filler
 - 2nd coat: acrylic latex, satin
 - 3rd coat: acrylic latex, satin

Bidder - Please complete and return

BID SUMMARY

TITLE: HARBORMASTER BUILDING PAINTING PROJECT

DUE DATE: TUESDAY, MAY 26, 2015 AT 10:00 AM

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order / Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or

(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

**Prep, Paint/Stain, and Clean-up site as required
for the complete painting/staining of the entire exterior
of the Harbormaster Building as specified.**

Lump Sum Amount (\$)

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

Fax

City, State, Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

2. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

3. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____