

ADVERTISEMENT FOR BID  
CITY OF SWARTZ CREEK

The City of Swartz Creek is seeking proposals for the repair of pavilion #3 at Elms Park located at 4150 Elms Rd. Swartz Creek MI, 48473. Pavilion #3 is located east of the basketball/tennis courts near the back stop of the baseball field located at Elms Park.

**To be considered, sealed bids must be received at the City Offices, 8083 Civic Drive, Swartz Creek, MI 48473, on or before 10:00 a.m. on Thursday, April 18, 2024.** Contractors mailing bids should allow adequate delivery time. Sealed envelopes containing bids must be clearly marked on the outside with the contractor's name and "Elms Park Pavilion #3 repair."

To receive a full packet, please contact [RKraft@cityofswartzcreek.org](mailto:RKraft@cityofswartzcreek.org) or pick one up at the City Offices during business hours.

All bids received will be publicly opened and read at City Hall at or soon after **10:00am on Thursday, April 18, 2024**. All bidders are invited to be present if desired.

Renee Kraft, City Clerk  
City of Swartz Creek  
[rkraft@cityofswartzcreek.org](mailto:rkraft@cityofswartzcreek.org)

"An Equal Opportunity Employer"

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PUBLISH: Thursday, April 4, 2024  
THE VIEW  
PROOF REQUIRED

Please send billing to: City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek MI 48473

**REQUEST FOR BIDS**  
**Repair of Pavillion #3 at Elms Park**  
**CITY OF SWARTZ CREEK**  
**April, 1 2024**

**Overview**

The City of Swartz Creek, Michigan is seeking proposals for the repair of pavilion #3 at Elms Park located at 4150 Elms Rd. Swartz Creek Mi, 48473. Pavilion #3 is located east of the basketball/tennis courts near the back stop of the baseball field located at Elms Park. The pavilion has some posts rotting and needs new posts and concrete. Swartz Creek is located approximately 7 miles west of downtown Flint, Michigan, near the western edge of Genesee County.

Qualification Requirements

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope covered in this Request for Bids (“RFB”). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Bid Form

Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or type written and shall be legally signed with the complete address of the bidder given thereon. Bidders not responding to all information requested in this RFB may have their bids rejected. The city council reserves the right to reject any and all bids and to accept any bid which in its opinion, is most advantageous to the City. Bids submitted must remain valid for at least ninety (90) days past the response date provided in this RFB.

Response Date

**To be considered, sealed bids must be received at the City offices, 8083 Civic Drive, Swartz Creek, MI 48473, on or before 10:00 a.m. on Thursday, April 18, 2024. City Hall during the following hours: Monday between 8:00 a.m. and 6:00 p.m., Tuesday and Thursday between 8:00 a.m. and 4:30 p.m., Wednesday between 8:00 a.m. and 4:00 p.m. excluding holidays. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor’s name and “Elms Park Pavilion #3 repair.”**

Pre-bid Site Review

There isn’t a pre-bid site review scheduled but please feel free to contact Robert Bincsik @ 810 635-4464 during the hours noted above should you have any questions.

Opening of Bids

All bids received will be publicly opened and read at city hall at or soon after 10:00 a.m. on **Thursday, April 18, 2024**. All bidders are invited to be present if desired.

### Rejection of Bids

The City reserves the right to reject any or all bids, in part or in their entirety, or to waive any information or defect in any bid, or accept any bid which, in its opinion is deemed most advantageous to the city.

### Explanations and Alternate Bids

Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request of such explanations shall be in writing and addressed to: Robert Bincsik, City of Swartz Creek, 8083 Civic Drive, Swartz Creek, MI 48473.

### Contract Execution

The bidder to whom the contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the City. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that bidder.

### Incurring Costs

The City is not liable for any costs incurred by contractors prior to the issuance of the contract.

### Material Submitted

All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any and all ideas presented.

### Scope of Work

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including but not limited to, bid prices, equipment availability, etc., throughout the term of the contract. The City seeks to have the pavilion #3 at Elms Park repaired. The pavilion has at least 1 post rotting and is leaning. The city would like to get the posts at the pavilion replaced along with the concrete. **In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.**

## **Cleaning and Televising of Sanitary Sewer**

### Definitions

“bids”- shall be defined as an announcement of terms indicating what items are needed to complete a project.

“bidders”-shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“City”- shall mean the City of Swartz Creek.

“contract”- shall mean the contract between the City and the Successful Bidder.

“successful bidder”- shall be defined as the bidder who is chosen by the City Council to enter into contract with the City.

These definitions are meant as guides for understanding and are not binding explanations.

### Description

The successful bidder should possess broad expertise in carpentry, building codes, concrete finishing and general building techniques/industry standards. Services required may include but not be limited to any of the following:

### **For Elms Park Pavilion Repair:**

1. Pavilion is a 14' x 20' “hip roof” style pavilion.
2. Lift roof structure off of the posts to gain access to posts and concrete.
3. Remove concrete slab and haul away.
4. Provide proper base for new concrete.
5. Auger holes for post footings 42” or deeper.
6. Set 18” diameter Sonotube style forms, pour concrete footings using pour in place Simpson style anchors.
7. Replace roof structure and set back in place with new 4” x 6” treated posts anchored to the new footings.
8. Install a minimum of 5 2” x 6” collar ties on the common rafters to properly brace them.
9. Pour new 4” concrete slab with steel reinforcement wire.
10. All work must be performed in a safe manner to both the public and the workers.
11. All work should be performed in a manner considered professional and workman like.  
Worksite and access will be left in a manner similar or improved prior to performing the work.

### **Bidder Qualifications**

A detailed description of the primary contact’s background, as well as the company’s background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the City.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, detail of such affiliation shall be furnished along with the same information as required for the bidder.

### Requirements

- A. Proof of State of Michigan licenses and any other necessary licenses or certifications.
- B. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.
- C. Ability to communicate and work effectively with the City of Swartz Creek, its officials, administration, staff, and consultants with respect to any of the services required.
- D. Ability to work effectively with public agencies and officials.

- E. Thorough knowledge of the building trade and ability to protect the public should anything hazardous be found on site.
- F. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Swartz Creek, if so requested.
- G. The successful bidder or their representative shall attend any regular or special meetings, as requested by the City.
- H. Ability to meet or accomplish the following specific project requirements:
  - 1. Successful bidder, at successful bidder's cost, shall secure any necessary permits.
  - 2. As work progresses, carefully clean and keep the project site clean from rubbish and refuse.
  - 3. Remove all rubbish or refuse from the project site daily; no material or debris may be buried on site.
  - 4. Limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. Special hours of operation outside the normal hours must be approved by the City.

### The Proposal

A response to this RFB must outline in detail the manner in which they would work with the City to fulfill the City's needs. The outline at a minimum shall address:

- A. The designation and location of the bidder's primary contact (one point of contact who is in charge of the project), support staff and the associate personnel, and the overall relationship, which will be established between the bidder and the City. Further, the qualifications and experience of the primary and main secondary contacts should be included within the proposal.
- B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress report(s) to the City.
- C. The bidder's capabilities to perform the necessary demolition and clean-up.
- D. The general manner in which work will be performed.
- E. The experience and references for those who will perform work.
- F. Bid should include any cost to obtain necessary permit and materials as to provide compliance with the law and this bid.

### Bidder Responsibility

The City of Swartz Creek will not be liable for any cost incurred in the development of a proposal responsive to this request. By submitting a bid to the work, the bidder represents that it is fully informed concerning the scope of the project, the requirements of the contract, the physical conditions likely encountered in the work, and the character, quality and quantity of the services required by the City. If a bidder desires to do a site visit and tour or otherwise observe the properties and inside of the structures to better inform bidder of the above, bidder must contact the Director of Community Services, Robert Bincsik, through the city office. Site visits are subject to availability of the building official.

The successful bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in

making its bid. In addition, the successful bidder shall provide all vehicles and other equipment and material necessary for work. Bidders having questions regarding this RFB should request clarification prior to submittal of a bid. Negligence or inattention of the bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding this RFB shall contact the City for clarification.

### Safety

The successful bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Energy, Labor & Economic Growth, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

### Assignments or Subcontracting

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the bidder's response and subcontractor information (i.e. company name and contact information) shall be included in the bid document.

### Fair Employment Practices

The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry handicap or any other basis prohibited by state or federal law or regulations.

### Contractor's Payment of Taxes, Permits, Etc.

The successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all federal and state laws, including the federal and state wage and hour laws.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the successful bidder under state and federal law.
- c. Payment of all applicable federal, state, or municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants or vendors from whom the successful bidder obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of the successful bidder.

### Damage to Persons or Property

The successful bidder also accepts sole responsibility for any damage to any person or damage to public, or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The successful bidder will protect, defend and hold harmless, the City from any and all damage, claim liability, or expenses whatsoever, or amounts paid in compromise there of arising out of or connected with the performance of this contract, including those related to the successful bidder's (or its subcontractors') negligence.

## Insurance

### A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:
  - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence
  - Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.
  - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.
2. Workers Compensation Compliance

Successful bidder shall also comply with all requirements of the Michigan Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

### B. Certificates of Insurance

Included in bid package, bidders shall provide the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least thirty (30) days written notice of reduction, cancellation, or intent not to renew coverages as called for above.

If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the successful bidder must cease work on this bid.

### C. Submission of Policies and Certificates of Insurance

The successful bidder shall provide the City with a copy of its required insurance policies and certificates of insurance as described above. If the successful bidder does not provide such materials in the time provided for, the successful bidder will be disqualified and the bid will be awarded to the next lowest bidder or in the creation of a new request for bid.

### Quality of Service

The City expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The successful bidder shall observe city ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The successful bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

### Operation of Vehicles

The successful bidder shall operate all company vehicles in a manner so as to not impede traffic flow on city streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to city codes and ordinance in place at that time.

### Support Facilities

Successful bidder shall have sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

### Breach of Contract and City's Right to Terminate Contract

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, the City shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of the successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City manager of the City of Swartz Creek shall have the right to cancel any contract by sending written notice to the successful bidder of cancelation.

If the successful bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

If the successful bidder fails to perform or complete the demolition and clean-up of the residential buildings as agreed or otherwise breaches its duties under this bid or the resulting contract, the successful bidder shall be reasonable for any and all costs the City incurs in obtaining satisfactory performance of the project and/or litigation costs and attorney's fees to enforce its rights under the bid and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the City.

### City's Right to Modify Contract

The City reserves the right to negotiate with the successful bidder for a change in terms of the contract during the term of the contract and to make adjustment relative to the implementation of a change that reduces or modifies the need for the engineering services. If the City and the successful bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) calendar day's written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service was actually provided.

### No Conflict of Interest

The bidder must provide a statement that it has no conflicting financial or professional interests and is qualified to perform the services requested.

### References

All bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within Genesee, Shiawassee, Livingston and Oakland Counties.

### Payment

The City shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the successful bidder must thoroughly clear the project site and any other place affected by the work of all debris to the City's satisfaction, in the City's sole discretion.