



CITY OF BATTLE CREEK

NOTICE OF INVITATION FOR BIDS

IFB#: 2018-004B

TITLE: Willard Beach Park Storage Building

ISSUE DATE: June 2, 2017

BID DUE DATE: June 15, 2017, at 2:00 PM Local Time (office hours 8-12 and 1-5)
LOCATION: Purchasing Department
10 N. Division Street, Suite 214
Battle Creek, MI 49014
(269) 966-3390

Contact: Nils Vos
Phone: 269-966-3381
email: npvos@battlecreekmi.gov

DESCRIPTION: The City is soliciting bids for a park storage building.

Download this solicitation from our website at www.battlecreekmi.gov. Copies of the complete Invitation for Bids document may also be obtained from the Purchasing Department, Room 214, 10 N. Division Street, Battle Creek, Michigan 49014, (269) 966-3390.

Bids must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Bids received by the correct time and date shall be opened and the amount bid shall be publicly read. Late bids shall not be considered.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.

THIS BID IS OFFERED BY: _____
(Company Name)

1.0 INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION:**
 - A. Bids must be submitted in complete original form by mail or messenger to the following address:
Office of the Purchasing Agent, Room 214, City Hall, 10 N. Division Street, Battle Creek, MI 49014
 - B. Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud. The prevailing clock shall be www.time.gov.
 - C. All bids shall be tightly sealed in an opaque envelope and plainly marked with the Invitation for Bid number, due date and the bidder's name and address clearly indicated on the envelope.
 - D. Late bids will not be accepted and will be returned to the bidder.
 - E. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

2. **PREPARATION OF BIDS:**
 - A. The bid shall be legibly prepared with ink or typed.
 - B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder with ink.
 - C. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
 - D. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

3. **SIGNATURES:** All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.
 - (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
 - (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

4. **REJECTION OR WITHDRAWAL:** Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. **AWARD:** The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have his bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Owner shall consider the qualifications of the Bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as Owner deems necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the contract.

6. **CONTRACT:** A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an Addendum or a Contract Amendment.

7. **BID RESULTS:** A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

8. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All

such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid and allowed by the IFB. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
10. **DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
11. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
12. **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
13. **PRICING:** Prices shall be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.
14. **NOTICE TO PROCEED/PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.
15. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
 - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
16. **DEFINITIONS:**
- "CITY" - The City of Battle Creek.
"CITY UNIT" - The department of the City that intends to use the resulting contract.
"CONTRACTOR" - The bidder whose proposal is accepted by the City.
17. **MICHIGAN CONSTITUTIONAL REQUIREMENT:** Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, The City or its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract. This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract. In the event of conflict between any term of this Contract and this section, the language of this section shall control.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, COPYRIGHTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the City.
- 2.12 SUBCONTRACTORS:** Contractor shall make no subcontract shall be made by the contractor without the advanced written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 OTHER FEDERAL COMPLIANCE:** Where applicable (such as, but not limited to, Construction Managers) contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

TERMS AND CONDITIONS FOR CONSTRUCTION/INSTALLATION

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until all parties concerned have agreed upon a decision. Director's decision shall be final.
3. **WORKING CONDITIONS:** All work shall be done in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall familiarize himself with local conditions affecting the job prior to submitting the bid. He shall take his own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in his behalf by reason of error or omission on his part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the city.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. The actual work performed under this contract may be increased 50% or decreased 25% from the approximate quantities set forth in this IFB. Work will be performed only based on written authorization from the Owner. The City reserves the right to include other similar projects in this contract over and above those mentioned in said tabulations within these limitations. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to all of its terms and requirements.
8. **WARRANTY:** Contractor guarantees to remedy any defects due to faulty materials or workmanship that appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work and at the completion of the work he shall remove all his waste, tools, equipment, staging and surplus materials from the structure and grounds and leave work clean and ready for use.
11. **SAFETY RULES:** The contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, being Act 89 of the Public Acts of 1963, as amended.
12. **TERMINATION FOR BREACH:** The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the City. In the event of such termination, the City may complete the contracted work and the Contractor shall be liable for any excess cost occasioned the City thereby and in such case the City may take possession of and use in completing the work such materials and equipment as may be on the site and necessary therefore.
13. **SUBCONTRACTORS:** Bidders should submit with the Bid all known subcontractors to be associated with their bid, including the type of work to be performed. Bidder shall notify the City of all subcontractors before work begins. All subcontractors shall be bound by all of the requirements of this contract; however, the prime contractor shall be responsible for the performance of their subcontractors.
14. **EMPLOYEES AND SUPERINTENDENCE:** Contractor shall enforce good order among his employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. Contractor, or a competent person having authority to act for him, shall be at the work at all times.

SPECIAL TERMS AND CONDITIONS

1. **PAYMENT:** Payment shall be made within 30 days of the submittal of a correct invoice for goods received or work completed and after delivery and acceptance of the equipment or approval of work.
2. **CONTRACTOR'S INSURANCE:**
 - a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.
 - b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated. Sole proprietors are not required to carry Workers' Compensation insurance.

Coverage Afforded		Limits of Liability
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$1,000,000 each occurrence
	Property Damage or Combined Single Limit	\$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

4. **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:
 - (i) in the United States District Court for the Western District of Michigan; or
 - (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.
5. **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

SPECIFICATIONS

PROJECT INFORMATION AND SPECIFICATIONS:

<p>PRE-BID CONFERENCE: N/A</p>	<p>FUNDING: This project has NO federal or state funding. All project funding is provided by the City of Battle Creek. None of the CDBG requirements are applicable for this contract.</p>
<p>TECHNICAL QUESTIONS OR SITE VISITATION:</p> <p>Kevin Smith, Recreation Operations Superintendent, Parks and Recreation</p> <p>Phone: 269-966-3545 Email: kssmith@battlecreekmi.gov</p>	<p>PREVAILING WAGES: <u>NOT</u> REQUIRED FOR THIS PROJECT.</p>
<p>BID BOND:</p> <p>NOT REQUIRED FOR THIS PROJECT</p>	<p>PERFORMANCE/LABOR/MATERIALS BONDS:</p> <p>NOT REQUIRED FOR THIS PROJECT</p>

DRAWINGS:

See attachment B page# 11 - 12. File Names: A101 and A102

Electronic files available to download at: <http://www.battlecreekmi.gov/230/Bid-Proposal-Solicitations>

Click on link "Bid & Proposal Solicitations" and you will be routed to different website that contains all the City's current bids and proposal solicitations, files and documents.

Soil Borings- The City has completed a soil boring test and report available for

SOIL TESTING:

A soil boring test report has been completed and is available for review. Please contact Kevin Smith, Recreation Operations Superintendent. Contact information provided above.

PRICE SHEET

<u>Item Description</u>	<u>Price</u>	<u>Completion Date</u>
A. Cement Flatwork (Ballards are to be included in flatwork)	\$ _____	10/6/2017
B. Storage Building	\$ _____	10/27/2017
C. Electrical	\$ _____	11/17/2017

All pertaining permits are the responsibility of the contractor.

If contractors would like to coordinate and complete work sooner than the dates list above, you may do so.

The City's intent is to award by item; However, we reserve the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City.

Prices shall be all-inclusive to include, but not limited to, the following: shipping, travel, time, materials, overhead, etc.

Bidders must submit bids with no conflicting terms and conditions and no modifications to the price page.

If bidders believe the price page needs modification (such as the unit of measure, for example), immediately call the buyer listed on the front page of this IFB. Changes may only be made before bidding and via authorized addendum issued by the City.

The City may choose other than low bid with consideration to warranty. Minimum warranty period applies (page 5, item 8).

OFFER TO CONTRACT:

TO THE CITY OF BATTLE CREEK: We propose to furnish all labor, materials, equipment, tools, transportation and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

We agree to complete the contract within the times specified in this Invitation for Bid.

We acknowledge receipt of the following addendum(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

Company Name

For clarification of this offer, contact:

Address

Name: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. **2018-004B**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

COUNTERSIGNED:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

Date

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? YES NO

Is your firm a WBE (at least 51% woman ownership)? YES NO

Are you subcontracting any part of this project? YES NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y/N	Y/N	\$ _____
_____	_____	_____	Y/N	Y/N	\$ _____
_____	_____	_____	Y/N	Y/N	\$ _____
_____	_____	_____	Y/N	Y/N	\$ _____
_____	_____	_____	Y/N	Y/N	\$ _____
_____	_____	_____	Y/N	Y/N	\$ _____
_____	_____	_____	Y/N	Y/N	\$ _____

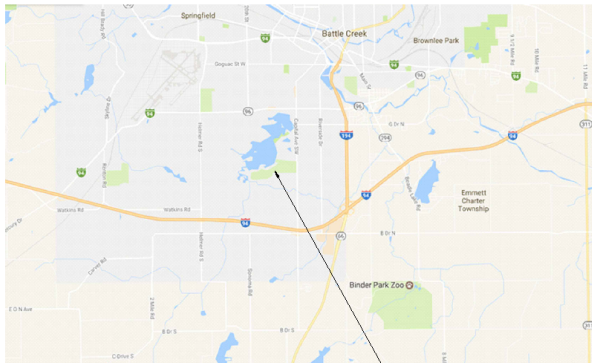
III. DBE RECRUITMENT ACTIVITY LOG: List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y/N	Y/N	_____
_____	_____	_____	Y/N	Y/N	_____
_____	_____	_____	Y/N	Y/N	_____
_____	_____	_____	Y/N	Y/N	_____

ATTACHMENT B - DRAWINGS

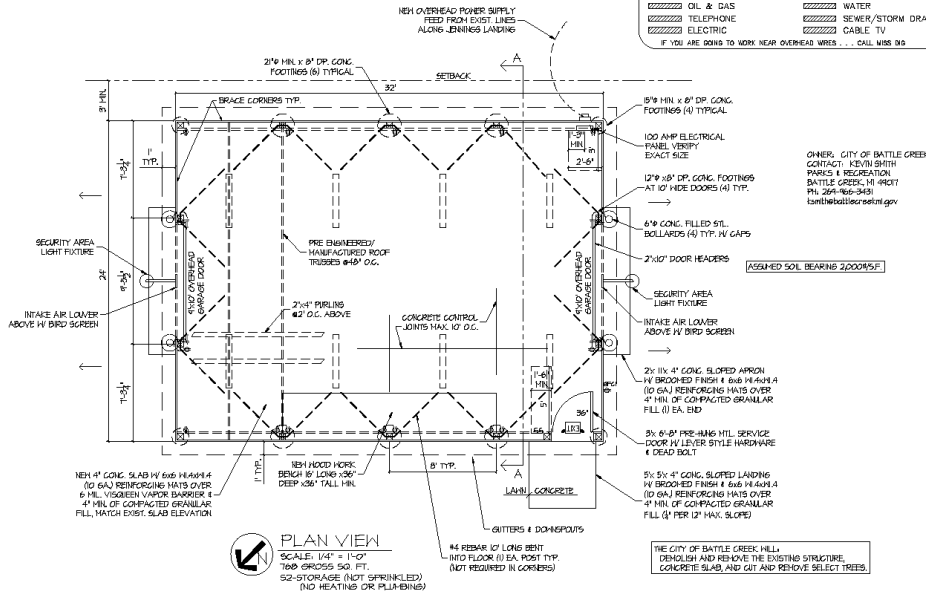


SITE LOCATION AERIAL
NOT TO SCALE



MAP
NOT TO SCALE

SITE LOCATION



RISK CATEGORY = I
ROOF LIVE LOAD 20M SF
ROOF SNOW LOAD/ GROUND SNOW LOAD 30M SF
SNOW EXPOSURE FACTOR $C_e = 1$ TERRAIN & SHELTERED
SNOW LOAD IMPORTANCE FACTOR $I_s = 0$
THERMAL FACTOR $C_t = 1$ UNHEATED
ROOF SLOPE FACTOR $C_s = 95$

WIND DESIGN
BASIC WIND SPEED 90 MPH (15 MPH 3 SEC. GUST)
WIND IMPORTANCE FACTOR $I = 1$ CATEGORY II
WIND EXPOSURE CATEGORY - C
INTERNAL PRESSURE COEFFICIENT $C_{pi} = +1.0$
EXTERNAL PRESSURE AND CLADDING EQN. IS MPJ.

320'24" x 760'50" FT OF FLOOR AREA
IBC CHAPTER 9 REQUIRED NATURAL VENTILATION 400'2
OPERABLE AREA TO OUTDOORS 48'0" OF FLOOR AREA = 31 SQ. FT.
ONE ENTRY DOOR (5' x 6'-8") = 20'50" FT.
ONE OVERHEAD DOOR (10'4" x 14') = 90'50" FT.
TOTAL NATURAL VENTILATED AREA = 110'50" FT. x 31'50" FT.

LIGHTING TO BE ILL. APPROVED COOL ENERGY
EFFICIENT & PROVIDE 300 LUX (30 FOOT CANDLES)

INTERNAL MOIST CONDENSATION LED EXIT SIGN
ENERGIZING LIGHT (2) ADJUSTABLE 5.4 HART, 6
VOLT HEADS, RED STICKLED LETTERS, 120/277 VOLT
NPLI, HIGH OUTPUT BATTERY PACK, TO OPERATE REMOTE
LITHIUM #LH9-S-H-3-R-120/277-40 OR EQUAL

(H) RECEPTACLES #42" ABOVE FINISH FLOOR
ATTACHED TO SIDE OF 6'6" HOOD COLUMNS TYP.

55 (2) LIGHT SKETCHES (1) EA. TO BE NEEDED TO (4) LED LIGHTS TYP.

(2) BE CAST 3000 LB/EN 40 HART TILL DAWN SECURITY
AREA LIGHTS W/ THEO LOGS 120V PHOTO CELLS BY PATROL LIGHTING
OR EQUAL (1) EA. END

(3) 40' WHITE 120V LED ALUMINUM SHOP LIGHT W/ PLASTIC DIFFUSERS

(1) GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE #42"
ABOVE FINISH FLOOR, FIELD VERIFY EXACT LOCATION

MISS DIG
3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

FOR LOCATIONS OF:
GIL & GAS
TELEPHONE
ELECTRIC
WATER
SEWER/STORM DRAIN
CABLE TV

IF YOU ARE GOING TO WORK NEAR OVERHEAD WIRES... CALL MISS DIG

Construction Phase: The CONSULTANT shall not have control over, shape of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and practices in connection with the construction work on any project, nor shall the CONSULTANT be responsible for the construction means, methods, techniques, sequences or procedures used by the contractor. The CONSULTANT shall not have control or shape of, nor shall be responsible for, such as or activities of the Contractor or of any persons or entities performing services at the construction site.

THIS PRINT CONTAINS CONFIDENTIAL INFORMATION WHICH IS THE SOLE PROPERTY OF WHARRY ENGINEERING. BY ACCEPTING THIS INFORMATION, THE BIDDING APPLICANT AGREES THAT IT WILL NOT BE USED FOR ANY OTHER PROJECT OTHER THAN THAT FOR WHICH IT IS ISSUED.

CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. ALL LOCAL, STATE & FEDERAL CODES ARE TO BE FOLLOWED ACCORDINGLY. WHARRY ENGINEERING IS NOT RESPONSIBLE FOR CONTRACTOR FAILURE TO FOLLOW YOUR CONSTRUCTION DOCUMENTS.

NOT PUBLISHED ALL RIGHTS RESERVED. CONTRACTOR RESPONSIBLE FOR VERIFYING ALL DIMENSIONS. CONTRACTOR TO CALL LOCAL UTILITY SERVICE BEFORE EXCAVATION OR BEFORE NEAR OVERHEAD ELECTRIC WIRES.

PRELIMINARY/ FOR APPROVAL ONLY
 FOR BIDDING PERMITS
 FOR CONSTRUCTION
 FINAL RECORD

SEAL:

DR. BY: DALE SMITH
SCALE: AS SHOWN
DESIGN BY: RALPH A. WHARRY, P.E.
CHECKED BY: RALPH A. WHARRY, P.E.
JOB NO: #4587-17
DATE: REVIEW APRIL 17, 2017
MAY 1, 2017



PROJECT:
NEW PROPOSED
ACCESSORY
STORAGE BUILDING
AT HILLARD BEACH
FOR THE CITY OF
BATTLE CREEK

DRAWING TITLE:
PLAN VIEW
& NOTES

SHEET NO:
A101
1 OF 2

ZONING - R1C - SINGLE FAMILY RESIDENTIAL
OCCUPANCY GROUP - S (STORES)
CONSTRUCTION TYPE: SB (NOT SPRINKLED)
CITY OF BATTLE CREEK, BUILDING INSPECTOR, DON HILKINSON
ALL WORK TO COMPLY WITH THE 2015 MICHIGAN BUILDING CODE

FASTENING SCHEDULE TO COMPLY BY THE
CONTRACTORS TO COORDINATE OVERHEAD POWER HEADROOM ROUGH OPENING & FINISH REQUIREMENTS WITH DOOR MANUFACTURER PRIOR TO CONSTRUCTION.

IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO CALL THE CITY OF BATTLE CREEK INSPECTIONS DIVISION (966-3900) TO ARRANGE ALL REQUIRED INSPECTIONS PER THAT PARTICULAR TRADE.

EXCAVATIONS AND FORMING FOR FOOTINGS/ FOUNDATIONS TO BE EXPOSED & INSPECTED PRIOR TO PLACEMENT OF CONCRETE OR BACKFILL.

ALL SLAB ON GRADE AREAS SHALL BE PROOF ROLLED, ALL SOFT SPOTS IDENTIFIED & BE REMOVED & RE-PAVED TO FINISH GRADE BY APPROVED FILL MATERIAL. FILL MATERIAL FOR ALL SLAB AREAS SHALL BE PLACED IN LAYERS NOT EXCEEDING 4" COMPACTED TO A MINIMUM DENSITY OF 98% OBTAINED IN ACCORDANCE W/ ASTM D-1557-19 (COHESIVE SOILS).

ALL COMPACTED FILL SHALL BE PLACED IN LAYERS NOT EXCEEDING 4" & COMPACTED TO A MINIMUM DENSITY OF 98% UNDER FOOTINGS/ SLABS & PAVING, OBTAINED IN ACCORDANCE W/ ASTM D-1557-19 (COHESIVE SOILS).

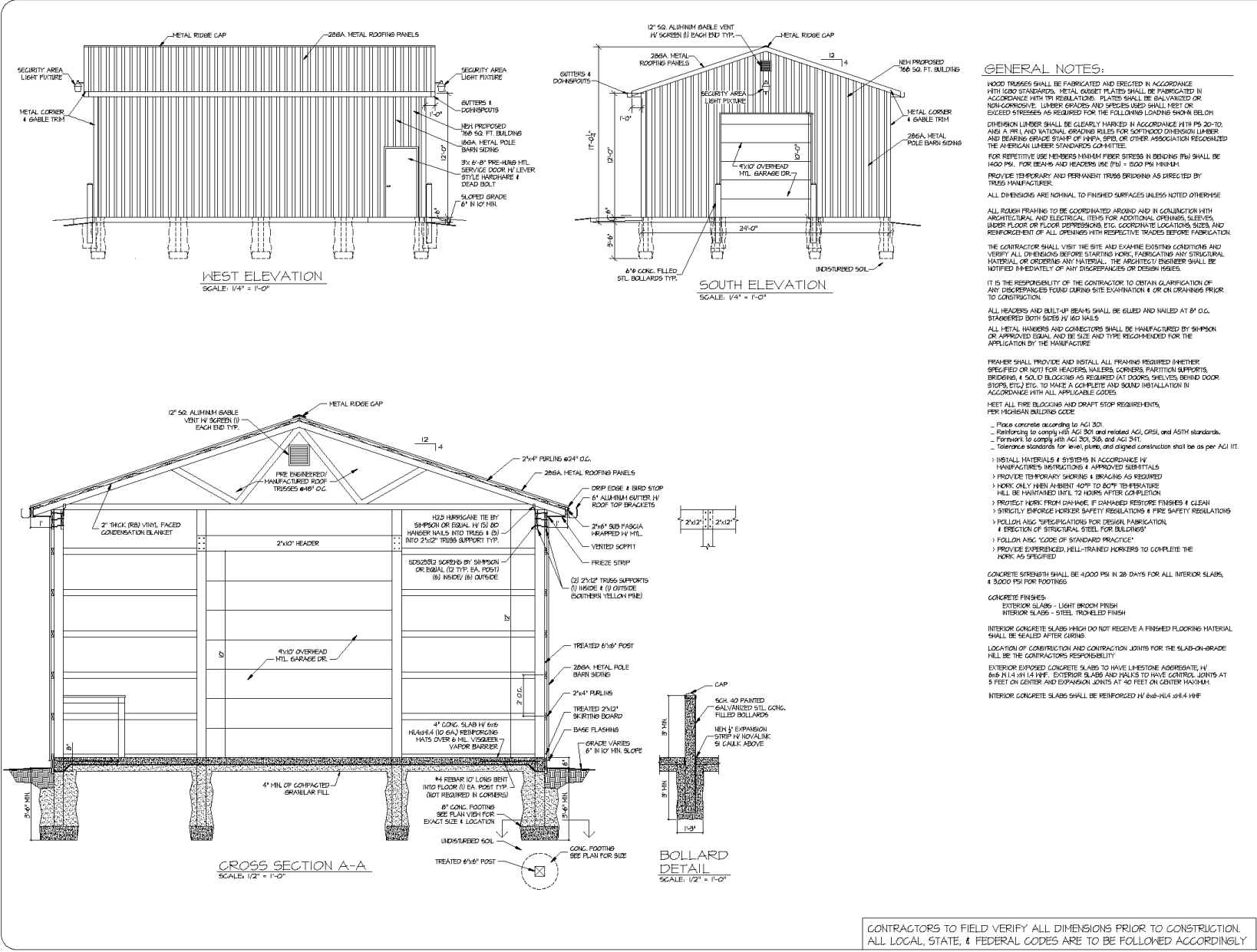
ALL FOUNDATION EXCAVATIONS SHALL BE INSPECTED BY A SOILS TESTING LABORATORY PRIOR TO PLACEMENT OF CONCRETE.

ALL FOOTINGS SHALL BEAR ON UNDISTURBED SOIL OR COMPACTED GRANULAR FILL HAVING A MIN. ALLOWABLE BEARING CAPACITY OF 3000 P.S.F. AT AN APPROXIMATE DEPTH OF FOUR FEET BELOW GRADE.

THE SEQUENCE OF A PERMIT BASED ON CONSTRUCTION DOCUMENTS AND OTHER DATA SHALL NOT PREVENT THE CODE OFFICIAL FROM THEREAFTER REGULATING THE CONSTRUCTION OF EXPOSURE IN SAID CONSTRUCTION DOCUMENTS AND OTHER DATA OR FROM PREVENTING BUILDING OPERATIONS BEING CARRIED ON THERE UNDER WHEN IN VIOLATION OF THIS CODE OR OF OTHER ORDINANCES OF THIS JURISDICTION.

IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO APPLY FOR & OBTAIN THE PROPER PERMITS AND CALL THE CITY OF BATTLE CREEK INSPECTIONS DIVISION (966-3900) TO ARRANGE ALL REQUIRED INSPECTIONS PER THAT PARTICULAR TRADE.

CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. ALL LOCAL, STATE, & FEDERAL CODES ARE TO BE FOLLOWED ACCORDINGLY.



GENERAL NOTES:

WOOD TRUSSES SHALL BE FABRICATED AND DRESSED IN ACCORDANCE WITH LCOO STANDARDS. METAL GAZET PLATES SHALL BE FABRICATED IN ACCORDANCE WITH THE REGULATIONS. PLATES SHALL BE GALVANIZED OR NON-CORRODIVE. LUMBER GRADES AND SPECIES USED SHALL MEET OR EXCEED STRESSES AS REQUIRED FOR THE FOLLOWING LOADING SHOW BELOW.

DIMENSION LUMBER SHALL BE CLEARLY MARKED IN ACCORDANCE WITH PS 20-TO ALSO A 194-L NATIONAL GRADING RULES FOR SOUTHWOOD DIMENSION LUMBER AND BEARING GRADE STAMP OF WPA, SPIE, OR OTHER ASSOCIATION RECOGNIZED THE AMERICAN LUMBER STANDARDS COMMITTEE.

FOR REPEITIVE USE MEMBERS MINIMUM FIBER STRESS IN BENDING (Fb) SHALL BE 1400 PSI. FOR BEAMS AND HEADERS USE (Fb) = 600 PSI MINIMUM.

PROVIDE TEMPORARY AND PERMANENT TRUSS BRIDGING AS DIRECTED BY TRUSS MANUFACTURER.

ALL DIMENSIONS ARE NOMINAL TO FINISHED SURFACES UNLESS NOTED OTHERWISE.

ALL ROUGH FRAMING TO BE COORDINATED AROUND AND IN CONJUNCTION WITH ARCHITECTURAL AND ELECTRICAL ITEMS FOR ADDITIONAL OPENINGS, SLEEVES, UNDER FLOOR OR FLOOR DEPRESSIONS, ETC. COORDINATE LOCATIONS, SIZES, AND REINFORCEMENT OF ALL OPENINGS WITH RESPECTIVE TRADES BEFORE FABRICATION.

THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE EXISTING CONDITIONS AND VERIFY ALL DIMENSIONS BEFORE STARTING WORK. FABRICATING ANY STRUCTURAL MATERIAL OR ORDERING ANY MATERIAL. THE ARCHITECT/ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES OR DESIGN ISSUES.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN CLARIFICATION OF ANY DISCREPANCIES FOUND DURING SITE EVALUATION & OR ON DRAWINGS PRIOR TO CONSTRUCTION.

ALL HEADERS AND BUILT-UP BEAMS TO BE GULLED AND NAILED AT 6" O.C. STAGGERED BOTH SIDES W/ 16D NAILS.

ALL METAL HANGERS AND CONNECTORS SHALL BE MANUFACTURED BY SIMPSON OR APPROVED EQUAL, AND BE SIZE AND TYPE RECOMMENDED FOR THE APPLICATION BY THE MANUFACTURER.

FRAMER SHALL PROVIDE AND INSTALL ALL FRAMING REQUIRED (WHETHER SPECIFIED OR NOT) FOR HEADERS, WALLS, CORNERS, PARTITION SUPPORTS, BRIDGING, & SOLID BLOCKING AS REQUIRED (AT DOORS, SHELVES, BEHIND DOOR STOPS, ETC.) TO MAKE A COMPLETE AND SOUND INSTALLATION IN ACCORDANCE WITH ALL APPLICABLE CODES.

MEET ALL FIRE BLOCKINGS AND DRAFT STOP REQUIREMENTS, PER: MICHIGAN BUILDING CODE.

- Place concrete according to ACI 301
- Reinforcing to comply with ACI 308 and related ACI, CRSI, and ASTM standards.
- Formwork to comply with ACI 301, 308, and ACI 347.
- Tolerance standards for level, plumb, and aligned construction shall be as per ACI 111.

- INSTALL MATERIALS & SYSTEMS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS & APPROVED SUBSTITUTES.
- PROVIDE TEMPORARY SHORING & BRACING AS REQUIRED.
- WORK ONLY WHEN AMBIENT 40°F TO 80°F. TEMPERATURE WILL BE MAINTAINED UNTIL 72 HOURS AFTER COMPLETION.
- PROTECT WORK FROM DAMAGE, IF DAMAGED RESTORE FINISHES & CLEAN.
- STRICTLY ENFORCE WORKER SAFETY REGULATIONS & FIRE SAFETY REGULATIONS.
- INCLUDE ALSO "SPECIFICATIONS FOR DESIGN FABRICATION, & ERECTION OF STRUCTURAL STEEL FOR BUILDINGS"
- FOLLOW ALSO "CODE OF STANDARD PRACTICE"
- PROVIDE EXPERIENCED, WELL-TRAINED WORKERS TO COMPLETE THE WORK AS SPECIFIED.

CONCRETE STRENGTH SHALL BE 4000 PSI IN 28 DAYS FOR ALL INTERIOR SLABS, & 3000 PSI FOR FOOTINGS.

CONCRETE FINISHES:
EXTERIOR SLABS - LIGHT BROWN FINISH
INTERIOR SLABS - STEEL FROELED FINISH

INTERIOR CONCRETE SLABS WHICH DO NOT RECEIVE A FINISHED FLOORING MATERIAL SHALL BE SEALED AFTER CURING.

LOCATION OF CONSTRUCTION AND CONTRACTION JOINTS FOR THE SLAB-ON-GRADE WILL BE THE CONTRACTORS RESPONSIBILITY.

EXTERIOR EXPOSED CONCRETE SLABS TO HAVE LIMESTONE AGGREGATE, W/ 60% #14 OR 14 HPF. EXTERIOR SLABS AND WALLS TO HAVE CONTROL JOINTS AT 3 FEET ON CENTER AND EXPANSION JOINTS AT 40 FEET ON CENTER MAXIMUM.

INTERIOR CONCRETE SLABS SHALL BE REINFORCED W/ 6x6-#14 & 4x4-#11 HPF.

Construction Phase: The CONSULTANT shall not have control over, or be responsible for, the construction phase, unless otherwise specified in the contract documents. The CONSULTANT shall not be responsible for the construction phase, unless otherwise specified in the contract documents. The CONSULTANT shall not be responsible for the construction phase, unless otherwise specified in the contract documents.

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NOT FORWARDED ALL RIGHTS RESERVED. CONTRACTOR RESPONSIBLE FOR VERIFYING ALL DIMENSIONS & REPORTING DIMENSIONS. CONTRACTOR TO CALL LOCAL UTILITY SERVICE BEFORE DIGGING OR WORKING NEAR OVERHEAD ELECTRIC WIRES.

PRELIMINARY FOR APPROVAL ONLY
 FOR BIDDING/PURCHASE
 FOR CONSTRUCTION
 FINAL RECORD

DATE: REVIEW APRIL 17, 2017
MAY 1, 2017

DR. BY: DALE SMITH
SCALE: AS SHOWN
DESIGN BY: RALPH A. WHERRY, P.E.
CHECK BY: RALPH A. WHERRY, P.E.
JOB NO: #4867-17
DATE: REVIEW APRIL 17, 2017
MAY 1, 2017

WARREY ENGINEERING
427 CAPITAL AVE. SW
BATTLE CREEK, MI 49815
PHONE: (269) 962-9423

PROJECT: NEW PROPOSED ACCESSORY STORAGE BUILDING AT MILLARD BEACH FOR THE CITY OF BATTLE CREEK

DRAWING TITLE: EXTERIOR ELEVATIONS, CROSS SECTION, & NOTES

SHEET NO: A102
2 OF 2

CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. ALL LOCAL, STATE, & FEDERAL CODES ARE TO BE FOLLOWED ACCORDINGLY.