

**REQUEST FOR PROPOSALS**

**FOR THE**

**CITY OF ALPENA**

**Marina Fuel Line Replacement**

April 2024

Prepared By:

City of Alpena  
Marina  
Alpena, MI 49707  
(989) 354-1730

Funding Provided by:  
Michigan DNR Waterways Commission Grant



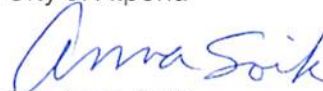
## **Request for Proposals**

The City of Alpena will receive Proposals for the Marina fuel line replacement.

The City of Alpena will receive sealed proposals in the office of the City Clerk, Alpena City Hall, 208 N. First Avenue, Alpena, Michigan, 49707 until 2:00 p.m. Tuesday, April 30, 2024. The City reserves the right to reject any proposals and to waive irregularities in proposals, which may be in the best interest of the City.

Beginning on Monday, April 15, 2024, requests for proposals may be obtained on the City of Alpena website at [www.alpena.mi.us](http://www.alpena.mi.us).

City of Alpena



By: Anna Soik  
City Clerk

## **Project Outline**

The City of Alpena is seeking proposals to provide and install a new piping and containment system from the existing underground storage tanks to the existing steel dock piping for the Marina fueling system.

The contractor shall perform work as directed by the Harbormaster in accordance with the following specifications:

- All Federal, State, Local, and Manufacturer requirements and standards.
- Contractor shall be responsible for acquiring any required permits.

## **Proposal Work**

Bidders shall provide a semi-detailed summary of all labor and materials required to repair and return the marina fuel system to code and in working condition, to include, but not limited to:

- All associated concrete, structure, and soil removal and replacement in accordance with industry standards and permitting. Topsoil and seed existing grass areas. All materials not re-used shall be removed and disposed of.
- Remove 2 (two) existing STP containment tanks, install 2 (two) containment chambers, and access gangways. Proper disposal of existing tanks is required.
- Remove and replace all piping and ball valves to new transition chamber and from chamber to existing pipe at dock hinge. Install new piping transition chamber near dock (abandon existing).
- Install piping pump sensor and connect to existing Automatic Tank Gauge (ATG). Including all necessary conduit, wiring, and cabling.
- Install new concrete pads around STP manways, replace all walkway concrete from pipe trenching, new concrete around steel existing access door on dock

## **Schedule**

Bidders shall submit, with their proposal, an anticipated schedule of work and a proposed completion date. This is a time-sensitive project that the City wishes to complete as soon as possible. While not a “completion date”, this date may be considered when making the award for this project.

### **Basis of Project Award**

After reviewing the proposals, it is the intent of the City to award the contract to the entity which presents the proposal that is most advantageous to the City. Please note that this project is time sensitive and consideration will be given for expediency of the schedule.

### **Informational Meeting**

While not required, interested contractors should do a comprehensive walk through of the facility and prepare their proposals according to their findings.

### **Basis of Payment for Work Performed**

The contractor shall submit an itemized billing for all work performed.

## **CONTENTS OF PROPOSAL**

### **Submittals**

Each firm shall submit the following information as part of a brief narrative with regard to their ability to undertake and complete the project.

1. A brief company overview, summary, and history should include, but not limited to, contact information, office location(s), and longevity.
2. Each proposal shall include a point of contact, who shall be responsible for ensuring the timely completion of the project to the satisfaction of the City.
3. Each proposal shall include the name and license of the primary person who will be acquiring the necessary permits as needed.
4. Each firm shall submit a summary of items to be completed and the cost associated with each and a project total. This total will be considered not to exceed. Additional, or unforeseen, items of work that may occur during the project will be negotiated as they arise.
5. Each firm shall submit a proposed schedule and completion date for the project.
6. Firms are encouraged to provide any additional information which may be beneficial in determining the ability of the firm to complete the project.

## **INSURANCE REQUIREMENTS**

While working within the City Limits, on City projects, and on City Owned Property, the consultant shall conform to the following requirements.

All Bidders shall maintain, at own expense, during the term of this Contract the insurance coverage(s) where indicated by an [X]:

### **1. [X] Workers Compensation Insurance**

- A. Consultant shall maintain statutory workers compensation and employer's liability insurance. Limits of Liability shall be not less than \$500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease.
- B. Waiver of Subrogation – Consultant waives all rights against the City of Alpena, its agents, public officials, employees, underwriters and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Bidder.
- C. If consultant is self-insured for purposes of workers compensation, the Consultant must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

### **2. [X] Commercial General Liability and Umbrella/Excess Liability Insurance**

- A. Bidder shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.
- B. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
- C. City of Alpena shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. *A copy of the certificate shall be provided to the City prior to the execution of the contract.* On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with

respect to any contract between the Named Insured and the Certificate Holder.” A sample Certificate of Liability Insurance form is attached to the end of this policy.

- D. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

3.  **Business Auto and Umbrella/Excess Liability Insurance**

- A. Bidder shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
- B. Waiver of subrogation - Bidder waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

4.  **Professional Liability Insurance (for Professional Services)**

- A. Professional shall maintain professional (Errors & Omissions) coverage with a limit of not less than \$1,000,000 per loss.
- B. Such insurance shall cover damages arising out of a Wrongful Act including any error, omission, or negligent act committed in the performance of professional services for the City of Alpena.
- C. If coverage requested in 5 is written on a claims-made basis, the Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period (EDP) will be exercised for a period of 3 years beginning from the time that work under this Contract is completed. Contractor shall bear the expense of purchasing the EDP, if applicable.

A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate it shall state: “The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder.”

**All the above insurance policies shall contain the following wording:**

“It is agreed that this insurance shall not be cancelled, materially changed, or non-renewed without at least a sixty (60) day written notice to the City of Alpena at their principal mailing address.”

**Insurance Company Approval and Certificates of Insurance**

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Manager of the City of Alpena with certificates of insurance or a certified copy of the policy, if requested by the City Manager.

**Hold Harmless Clause**

The Contractor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Contractor’s late or defective performance, caused by or arising out of any action, omission or operation performed in connection with work attributable to the Contractor, any Sub-contractor, any Sub-subcontractor, any material men, any of their respective employees, agents, servants, or representatives; provided, however, the Contractor shall not be required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

**City Attorney Document Review**

William Pfeifer 4/11/24  
William Pfeifer, City Attorney      Date  
(approved as to form only)



SPECIAL PROVISION  
FOR  
**Safety Requirements**

**ALP**

**1 of 1**

**01/09**

**a. Description of Work** - While the Contractor is performing any work on or related to the project described by the specifications herein, they shall conform with all applicable occupational safety and health regulations as set forth by Federal, State, and Local agencies, especially, but not limited to MDOT, FHWA, OSHA, MIOSHA.

**b. Materials** - All materials, including, but not limited to, all safety equipment shall conform to the most current applicable standards and requirements.

**c. Construction Operations** - The Contractor shall be solely responsible for maintaining conformance with all applicable Federal, State, and Local safety requirements while performing any work for the City of Alpena as part of this contract. The City of Alpena shall not assume any responsibility, nor enforce, any safety standards or requirements. The Contractor shall hold the City of Alpena harmless to any violations incurred or fines received precipitating from non-conformance with any safety regulations.

The contractor SHALL provide a typed copy of the emergency contacts for this project at the pre-construction meeting or 72 hours prior to work.

**d. Measurement and Payment** - There shall be no additional payment for conformance with safety and health regulations. Any costs for fines, safety equipment, safety materials, or safety training as specified by Federal, State, and Local agencies initially or as a result of inspections at the job site shall be borne by the Contractor.



Communications Line

STP

STP

New Fuel Lines

New Transition Structure

Tie into Existing Piping