

# Memo

**To:** City Council  
**From:** Bryan Myrkle, Director of Community Development  
**cc:**  
**Date:** May 8, 2015  
**Re:** Concrete runway joint repair

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On the agenda for your approval is a contract between the City of Charlotte and Interstate Sealant & Concrete for concrete joint repair on the runway at Beach Airport.

This construction contract is the first of three agreements necessary for this project. At a future meeting, you will be asked to approve a construction management agreement with Prein & Newhoff the city's airport consultant, and a sponsor contract between the city and MDOT Aeronautics.

This project has been on the airport's Capital Improvement Program schedule for several years. It is a maintenance project that will protect the long-term integrity of the airport's most important asset – the concrete runway.

Because this was not a 'local let' project, bids were solicited and opened by MDOT. I have included a copy of the bid tab here for your reference. The low bid of \$117,506.85 is substantially lower the engineering estimate of \$206,477.50. The only local bidder was C&D Hughes at \$163,226.75.

As is normally the case, the majority of this project (90%) will be funded by state and federal airport dollars allocated for Charlotte. Only 10% is paid locally.



4/6/2015 10:20 AM

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Report v1

### Tabulation of Bids

Call Number: 088

Contract ID: 23218-121471

Project(s): B-26-0018-1713

Letting Date: April 03, 2015

Region(s): University Region

Counties: Eaton County

Contract Time: 35 CALENDAR DAYS

Contract Description: Concrete and joint repair at the Fitch H. Beach Municipal Airport, city of Charlotte, Eaton County. \*\* 206 N9-3F \*\*

PRE-BID MEETING: An engineer will meet with prospective bidders to discuss the work on Thursday, March 19, 2015, at 10:30 a.m. (LOCAL TIME) in the airport terminal building.

### List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
0	-EST - Engineers Estimate	\$206,477.50	175.72%	100.00%
1	08342 - Interstate Sealant & Concrete, Inc.	\$117,506.85	100.00%	56.91%
2	03564 - Scodeller Construction, Inc.	\$125,858.50	107.11%	60.96%
3	01682 - C & D Hughes, Inc.	\$163,226.75	138.91%	79.05%

MICHIGAN DEPARTMENT OF TRANSPORTATION

In accordance with Act 327 of 1945

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

## CONTRACT

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

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CONTRACT ID:	FM 23218-121471A	Item No.:
23218-121471	Federal Project No.: B-26-0018-1713	1504 088
	Federal Item No.:	

Concrete and joint repair at the Fitch H. Beach Municipal Airport, city of Charlotte, Eaton County.

This AGREEMENT, Made this 17th day of April A.D., 20 15 by and between the City of Charlotte, party of the first part, and Interstate Sealant & Concrete, Inc., a Wisconsin Corporation, S40 W24211 Rockwood Way, of Waukesha, WI 53189-7935, party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefore, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal and all addenda thereto are to be considered as a part hereof.

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in/by thirty-five (35) calendar days.

Liquidated damages will be assessed at the rate of \$700.00 per calendar day and \$700 for over 14 calendar days of runway closure per calendar day for failure to complete the contract within the specified time limits.

Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, sex, height, weight, marital status, or disability; and they will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P. L. 88-352, 78 Stat.241 as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

City of Charlotte

By: \_\_\_\_\_  
\_\_\_\_\_

Item: 1504 088

Interstate Sealant & Concrete, Inc.  
Contractor Corporation

By: Cheryl A. Smeets  
Cheryl A. Smeets, President



This Contract shall not be valid, effective or binding until fully executed by both the Contractor and the Sponsor.

This information required by  
Act 327 of 1945 in order  
to obtain surety guarantee.

1383 (07/08)

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

ITEM # 1504 088



23218-121471

Fitch H. Beach Municipal Airport

(State Contract ID)

(Airport Name)

Bond No. 9174790

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Interstate Sealant & Concrete, Inc., a Wisconsin Corporation, as Principal and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Charlotte and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, as agent, in the penal sum of

**One Hundred Seventeen Thousand Five Hundred Seven Dollars And No Cents**

dollars, lawful money of the United States, to be paid to the said City of Charlotte and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, for the agent or to their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of April, A.D. 20 15.

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Interstate Sealant &amp; Concrete, Inc.

Corporation

Principal

By

  
Cheryl A. Smet, President

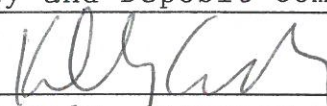
By

By

Fidelity and Deposit Company of Maryland

Surety

By

  
Kelly Cody, Attorney-in-Fact

NOTE: If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Commission Received by: \_\_\_\_\_

23218-121471

Fitch H. Beach Municipal Airport

(State Contract ID)

(Airport Name)

Bond No. 9174790

## LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Interstate Sealant & Concrete, Inc., a Wisconsin Corporation as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, and City of Charlotte, Michigan, as obligee, in the sum of

## One Hundred Seventeen Thousand Five Hundred Seven Dollars And No Cents

= "dollars, lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, Aeronautics Commission, or to its assigns, or to any person, firm or corporation who may furnish labor, materials, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by these presents.

Sealed with our seals and dated this 17th day of April, A.D. 20 15.

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect."

Interstate Sealant &amp; Concrete, Inc.

Corporation

Principal

By



Cheryl A. Smet, President

By

By

Fidelity and Deposit Company of Maryland

Surety

By



Kelly Cody, Attorney-in-Fact



23218-121471

Fitch H. Beach Municipal Airport

(State Contract ID)

(Airport Name)

ENDORSEMENT

The provisions of the foregoing lien bond shall also apply to indebtedness described therein in the case of a subcontractor in which notice of the reliance of the security of the bond is not furnished within the time period provided in Act 213 of 1963, as amended, provided such notice is furnished within 60 days after final acceptance of the above described project by the owner or its authorized representative. Nothing in this endorsement shall be construed so as to limit the coverage provided for in said lien bond.



Interstate Sealant & Concrete, Inc.

Corporation

Principal

By

*Cheryl A. Smeat*  
Cheryl A. Smeat, President

By

By

Fidelity of Deposit Company of Maryland

Surety

By

*Kelly Cody*  
Kelly Cody, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Jeffrey R. MEISINGER, Roxanne JENSEN, Kent ARPS, Trudy A. SZALEWSKI, Christopher H. KONDRICK and Brian KRAUSE, all of Green Bay, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of May, A.D. 2013.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Eric D. Barnes*

Secretary  
Eric D. Barnes

*Thomas O. McClellan*

Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17<sup>th</sup> day of April, 2015.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**Contract Unit Prices**

4/6/2015 2:38 PM  
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**Letting:** 150403**Call Num:** 088**Contract ID:** 23218-121471**Project Information**

Project Number	Federal Project Number	Control Section
121471A	B-26-0018-1713	23218

**List of Items by Section**

Line Num	Item/Supplemental Description	Item ID	Quantity	Units	Unit Price
<b>Section: 1</b>					
0010	Mobilization and General Conditions	1000400	1.000	LSUM	\$6,500.00
0020	Safety and Security	1000410	1.000	LSUM	\$5,000.00
0030	Misc.5"+ Concrete Pavement Panel Replacement, Reinforced	5017011	90.000	Syd	\$65.00
0040	Misc.Remove and Replace Concrete Joint Sealant - Type I	6057001	1400.000	Lft	\$2.00
0050	Misc.Remove and Replace Concrete Joint Sealant - Type II	6057001	35000.000	Lft	\$2.00
0060	Airport Pavement Marking, Solid, Black	6200517	4005.000	Sft	\$0.37
0070	Airport Pavement Marking, Solid, White, With Reflective Beads	6200534	12500.000	Sft	\$0.50
0080	Misc.Concrete Spall Repair	8007010	100.000	Sft	\$50.00
0090	Misc.Concrete Diamond Grinding	8007010	1125.000	Sft	\$13.00