

City of Mt. Pleasant, Michigan
B I D R E C O R D

Bid Item: **2010 Water Meter Bid**
Deadline: **Tuesday, May 25, 2010 – 1:30 p.m.**

SENT TO AMOUNT	DATE SENT	DATE REC'D	BID
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Marilyn Wixon – City Hall _____

Etna Supply Company (Sensus meters)
529 32nd Street S.E.
Grand Rapids, MI 49548-2303
PHONE: (800) 632-4576
PHONE: (616) 241-5414
FAX: (616) 241-4786 _____ \$ _____

RIO Supply Michigan Meter Inc. (Neptune meters)
32736 Townley
Madison Heights, MI 48071
PHONE: (888) 390-8061
FAX: (856) 719-0084 _____ \$ _____

Municipal Supply Company (Badger meters)
3 Industrial Drive
Portland, MI 48875
PHONE: (517) 647-6597
FAX: (517) 647-2007 _____ \$ _____

SLC Meter (Neptune meters)
Attn: Mike
10375 Dixie Highway
Davisburg, MI 48350
PHONE: (248) 625-0667
FAX: (248) 625-8650 _____ \$ _____

The Water Net (Hersey meters)
1313 Page Avenue
Jackson, MI 49203
PHONE: (517) 990-0286 _____ \$ _____

City of Mt. Pleasant, Division of Public Works
Mt. Pleasant, Michigan

Etna Supply Co.
529 32nd St. S.E.
Grand Rapids, MI 49548

RIO Supply Michigan Meter, Inc.
32736 Townley
Madison Heights, MI

Hydro Meter Systems*
260 W. Montcalm
Pontiac, MI 48342

2010 WATER METER BID

Water Meter - By Size	QTY	UNIT COST	TOTAL	QTY	UNIT COST	TOTAL	QTY	UNIT COST	TOTAL
5/8" x 3/4"	300	\$75.00	\$22,500.00	300	\$78.50	\$23,550.00	300	\$68.89	\$20,667.00
1"	100	\$105.00	\$10,500.00	100	\$157.00	\$15,700.00	100	\$129.66	\$12,966.00
1.5"	10	\$310.00	\$3,100.00	10	\$303.80	\$3,038.00	10	\$336.14	\$3,361.40
2" Cmp	10	\$960.00	\$9,600.00	10	\$1,010.00	\$10,100.00	10	\$1,298.00	\$12,980.00
3" Cmp	10	\$1,215.00	\$12,150.00	10	\$1,445.00	\$14,450.00	10	\$1,380.00	\$13,800.00
4" Cmp	5	\$2,105.00	\$10,525.00	5	\$1,911.00	\$9,555.00	5	\$2,101.00	\$10,505.00
6" Cmp	2	\$3,650.00	\$7,300.00	2	\$3,236.00	\$6,472.00	2	\$2,999.00	\$5,998.00
TOTAL BID			\$75,675.00			\$82,865.00			\$80,277.40

*Did not meet specs

Municipal Supply*
Industrial Dr., Bldg. 1
Portland, MI 48875

	QTY	UNIT COST	TOTAL
5/8" x 3/4"	300	\$84.60	\$25,380.00
1"	100	\$142.95	\$14,295.00
1.5"	10	\$316.83	\$3,168.30
2" Cmp	10	\$1,141.10	\$11,411.00
3" Cmp	10	\$1,303.55	\$13,035.50
4" Cmp	5	\$2,083.85	\$10,419.25
6" Cmp	2	\$2,940.65	\$5,881.30
TOTAL BID			\$83,590.35

*Did not meet specs

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS

1. **Proposals**

Proposals must be made upon the forms provided, therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant, (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, and to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. **Comparison of Bids**

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for those items listed in the proposal (if applicable), and any other pertinent factors. The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. **Time**

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. **Indemnification**

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. Interpretation of Documents

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents.

7. Execution of Bid Proposal

A Bid Proposal which is not signed by the individual making it should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such Bid Proposal is manually signed by an officer other than the president of the corporation, a certified copy of the Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

8. Delivery

The successful Bidder shall deliver equipment and/or materials as specified to the City of Mt. Pleasant, Division of Public Works, 1303 N. Franklin Street, Mt. Pleasant, Michigan, 48858. The proposal amount should include delivery F.O.B. Mt. Pleasant. All equipment, literature, manuals, warranty papers, and any other items listed in the specifications of the equipment or materials, must be delivered before payment in accordance with this contract.

/amm
May 30, 1997

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

2010 Water Department

Water Meter Bid



JIM HOLTON
Mayor

KATHIE GRINZINGER
City Manager

Prepared By:
Division of Public Works

DUANE F. ELLIS, P.E.
DPW Director/City Engineer

MAY 2010

[Form08]

City of Mt. Pleasant, Michigan

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THE CITY OF
MT. PLEASANT, MICHIGAN

CITY HALL

320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY

804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS

1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS
2010 WATER METER BID

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on Tuesday, May 25, 2010, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2010 WATER METER BID – May 25, 2010".

Proposals are solicited on a unit price basis for the following items:

5/8" Meter _____ Ea.	3" Meter _____ Ea.
1" Meter _____ Ea.	4" Meter _____ Ea.
1-1/2" Meter _____ Ea.	6" Meter _____ Ea.
2" Meter _____ Ea.	

Please quote prices for both compound and turbo models for 2"-6" meters.

No bid deposit, performance, labor, or material bond will be required.

Complete specifications are available at the Public Works Building, 1303 North Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, 8:00 a.m. to 4:30 p.m., or can be downloaded free of charge from the City's website at www.mt-pleasant.org/depts/engineering/biddinginfo.htm.

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

Malcolm Fox
Water Department Supervisor
(989) 779-5426

Jeremy Howard
City Clerk

City of Mt. Pleasant, Michigan
2010 WATER METER BID SPECIFICATIONS

Definitions: The following definitions shall apply in this Specification.

Purchaser: The City of Mt. Pleasant, henceforth known as the City.

Vendor: The party supplying water meters.

Product Specification: Each Vendor shall provide cold water meters as described in this specification.

1) The water meters shall utilize an encoder head that will be digitally read using a handheld reader. The encoder head shall be capable of future migration to radio technology.

2) The water meter shall be read by the City meter reading hardware and software as currently configured (DAP Technologies CE5320 handhelds, Insight v3.1 route manager software, and BS&A billing software).

A) No changes to the existing hardware or software shall be needed to read the meters and import the data into the City billing system.

B) The meters shall be supported by the current software representative.

3) All water meters (displacement type - magnetic drive 5/8" – 1-1/2") shall be furnished directly to the City by a distributor authorized by the meter manufacturer to conduct business on its behalf in the state of Michigan. The City will not accept meters that are rebuilt, remanufactured, or meters that do not hold a serial number other than that of the original manufacture.

4) All cold water meters (displacement type - magnetic drive 5/8" – 1-1/2") furnished shall be produced from an ISO 9001 manufacturing facility and must conform to the "Standard Specifications for Cold Water Meters" C700, latest revision issued by AWWA or as otherwise stated. The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 (latest revision). The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision.

5) Allowable meters:

Badger	Sensus	Elster Amco	Neptune
5/8" x 3/4" Model 25 bronze	5/8" x 3/4", 1", and 1-1/2" Model SR11	5/8" x 3/4", 1", and 1-1/2" C-700 bronze	5/8" x 3/4", 1", and 1-1/2" Model T10
1" Model 55 bronze			
1-1/2" Model 120 bronze			
Compound:	Compound:	Compound:	Compound:
2", 4" and 6" Recordall compound series	2", 4" and 6" OMNI C2 series	2" C4000 3" C4000 6" C3000	2", 4", and 6" Tru-Flo

6) Quantity

The City may purchase 500 meters per year, but this quantity is not a guaranteed purchase quantity. The bid quantities are listed in the bid proposal.

7) Sizes

Provide prices for 5/8" x 3/4", 1", 1-1/2", 2", 3", 4", and 6" meters. **Please quote prices for compound meters for 2"-6" size meters.**

8) Basis of Award

The award will be to the Vendor with the lowest total cost for the bid. The City of Mt. Pleasant reserves the right to reject low bids which do not meet specifications.

Note: Previous experience and performance may be a factor in making the award.

9) Contract Period

Meter purchase quantities are for estimated purposes only, not a guarantee of actual purchase. The meter purchase price guarantee period is for one (1) year from June 8, 2010 through June 8, 2011.

10) Deliveries

Supply and transport F.O.B. destination, freight pre-paid to the City of Mt. Pleasant Water Treatment Plant and/or designated area on an "AS NEEDED" basis. Normal delivery hours are 0800 to 1500 hrs, unless otherwise scheduled by the City and will follow a designated truck route within the City limits. All orders shall be complete, and shall be delivered on a "TIMELY" basis following the order date unless deviations from this are agreed to by the City. The Water Treatment Plant is located at 4195 South Lincoln Road, Mt. Pleasant.

11) Assignments

The vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Mt. Pleasant. Any unauthorized assignment may subject the contractor to immediate termination.

12) Errors/Omissions/Discrepancies

Any errors, omissions, or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of Jim Rabedioux, Assistant Water Department Supervisor, as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.

13) Default

Is defined as the failure of the bidder to fulfill the obligations of the contract,

including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persists, the City of Mt. Pleasant will notify the contractor in writing. The contractor will be given ten days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

14) Termination

The City of Mt. Pleasant reserves the right to terminate any award to the bidder for cause, without any liability, upon 10 days notice from the Director of Public Works or his authorized representative, (See Default above).

15) Indemnification

The successful bidder agrees to defend, indemnify and hold harmless the City, its employees and agents from all claims and lawsuits arising out of its performance of this contract.

16) Other Terms

The City of Mt. Pleasant reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

17) Contact Information

If there are any questions concerning these specifications, please contact Jim Rabedioux, Assistant Water Department Supervisor, during regular business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m., at (989) 779-5427 or (989) 779-5430.

City of Mt. Pleasant, Michigan
BID PROPOSAL
 2010 WATER METER BID

TO: Office of the City Clerk
 City Hall
 320 W. Broadway Street
 Mt. Pleasant, MI 48858

BID DATE: May 25, 2010
 TIME: 1:30 p.m.

In accordance with the specifications and other bid requirements heretofore provided, the undersigned agrees to provide the below listed bid items at the price(s) set forth below. **THIS IS A ONE-YEAR BID to start June 8, 2010 through June 8, 2011.** This is a firm bid and not subject to withdrawal or change for a period of sixty (60) days.

<u>BID ITEMS</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
5/8" Meter	300 ea.	\$ _____	\$ _____
1" Meter	100 ea.	\$ _____	\$ _____
1-1/2" Meter	10 ea.	\$ _____	\$ _____
2" Meter Compound – Turbine removed	10 ea.	\$ _____	\$ _____
3" Meter Compound – Turbine removed	10 ea.	\$ _____	\$ _____
4" Meter Compound – Turbine removed	5 ea.	\$ _____	\$ _____
6" Meter Compound – Turbine removed	2 ea.	\$ _____	\$ _____

Please note: The City may purchase 500 meters per year, but this quantity is an estimate only and not a guarantee of actual purchase.

 (written) _____ and _____/100 Dollars.

Respectfully Submitted:

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

AUTHORIZED SIGNATURE _____

PRINT OR TYPE NAME & TITLE _____

City of Mt. Pleasant, Michigan
NOTICE OF AWARD

TO: _____

PROJECT description: 2010 Water Meter Bid

THE CITY OF MT. PLEASANT (CITY) has considered your BID submitted May 25, 2010, for the above-described WORK in response to its NOTICE TO BIDDERS and INSTRUCTIONS TO BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of _____ ----- 00/100 Dollars (\$xx,xxx.xx).

You are required by the INSTRUCTIONS TO BIDDERS to execute the AGREEMENT within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT within ten (10) days from the date of this NOTICE, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____.

CITY OF MT. PLEASANT, MICHIGAN
Owner

By: _____
Duane F. Ellis, P.E., Director
Public Works Division

RECEIPT OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this ____ day of _____.

By: _____
(Print or Type Name and Title)

Signature

City of Mt. Pleasant, Michigan
AGREEMENT
2010 WATER METER BID

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MT. PLEASANT, MICHIGAN, a Michigan municipal corporation, whose principal offices are located at City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, hereinafter referred to as CITY and _____, hereinafter referred to as CONTRACTOR, for the considerations stated herein, agree as follows:

1. The CONTRACTOR agrees to forthwith supply specified items in accordance with the specifications and agreement contained in the quotation document.
2. The CITY shall pay to the CONTRACTOR, and the CONTRACTOR shall accept as full payment for the performance of this work, subject to any additions or deductions provided for, the total contract price of _____-----00/100 DOLLARS (\$xx,xxx.xx). Such payment shall be made within thirty (30) days of receipt of any invoice, pending completion and acceptance of work performed.
3. In the event of any disagreement or controversy arising between the parties hereto as to the meaning of the Specifications, the interpretation of the proper execution of this contract, the amount of work to be performed, measurements and quantities, material(s) to be used, rate of progress, or other disputes under this contract, such disagreement or controversy shall be submitted to the Mt. Pleasant Division of Public Works, and the decision of the Director of Public Works shall be final.
4. All work shall be performed in strict compliance with the Specifications attached hereto.
5. In the event the CITY determines, at any time, that the work to be performed hereunder is not being performed in a good, substantial, workmanlike or timely manner, the CITY may suspend or terminate work hereunder without any liability to the CITY.
6. It is understood and agreed that the Notice to Bidders, Proposal, Specifications, and all Addenda prepared for this project are all essential documents of this contract and are incorporated as a part of this Agreement by reference.

7. In the event that any provision of any part of this contract conflicts with the provision(s) of another part of the contract, the provisions contained in the document first listed below, when applicable, shall govern:
 - a) Agreement
 - b) Addenda
 - c) Special Conditions of Contract
 - d) Contract Drawings
 - e) Approved Shop and Working Drawings and Change Orders
 - f) Contractor's Proposal and Bid Schedule
 - g) Detailed Specifications
 - h) Technical Specifications
 - i) Instructions to Bidders
 - j) Notice to Bidders

8. This agreement shall be binding upon the personal representatives, successors and assigns of the parties hereto.

9. This contract is a one-year contract beginning June 8, 2010 through June 8, 2011.

In the WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

WITNESSES: CITY OF MT. PLEASANT, MICHIGAN

_____ By: _____
 James Holton, Mayor

_____ _____
 Jeremy Howard, City Clerk

WITNESSES: _____
 Contractor

_____ By: _____
 [signature-authorized officer]

_____ _____
 Print or Type Name & Title

[Form43]

City of Mt. Pleasant, Michigan

NOTICE TO PROCEED

TO: _____

DATE:

PROJECT description: 2010 Water Meter Bid

You are hereby notified to commence WORK by _____, in accordance with the CONTRACT dated _____, and you are to complete the WORK by _____.

CITY OF MT. PLEASANT, MICHIGAN
Owner

By: _____
Duane F. Ellis, P.E., Director
Division of Public Works

RECEIPT OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged this _____ day of _____.

By: _____
(Print or Type Name and Title)

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