

City of Mt. Pleasant, Michigan

**CONTRACT DOCUMENTS**

For

**2015 WWTP BOILER REPLACEMENT BID**



**JIM HOLTON**  
Mayor

**NANCY RIDLEY**  
City Manager

Prepared By:  
Division of Public Works

**JOHN ZANG**  
DPW Director

AUGUST 2015

City of Mt. Pleasant, Michigan  
**TABLE OF CONTENTS**

**2015 WWTP Boiler Replacement Bid**

**Bidding Information**

Notice to Bidders  
Instructions to Bidders

**Contract Documents**

Proposal

**Specifications**

Scope of Work

**CITY HALL**

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

**PUBLIC SAFETY**

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

**PUBLIC WORKS**

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

**NOTICE TO BIDDERS  
2015 WWTP BOILER REPLACEMENT 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, August 25, 2015, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "**2015 WWTP BOILER REPLACEMENT BID – AUGUST 25, 2015.**"

Proposals are solicited on a **LUMP SUM** basis for the following:

Purchase and installation of one (1) Peerless LC-08 cast iron dual fuel (natural gas and methane) hot water boiler or approved equivalent, with a Powerflame model CG-2-15 burner or approved equivalent, connecting piping insulation, breeching and electrical.

Bid pricing shall include all materials and labor required to install the new boiler, connecting piping and insulation, breeching, and electrical work.

**A pre-bid site visit is required.**

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than five percent (5%) of the bid price, made payable to the City of Mt. Pleasant.

Complete Plans and Specifications are available at the Public Works Building, 1303 N. Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, 8:00 a.m. to 4:30 p.m. To view and download complete plans and specifications at no charge, visit the City of Mt. Pleasant's website at [www.mt-pleasant.org](http://www.mt-pleasant.org) and navigate to the Bids and Quotes page.

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.

Steve Hein  
Wastewater Plant Supervisor  
(989) 779-5451

Jeremy Howard  
City Clerk

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, 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 the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9,999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.** 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. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

- a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.
- b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.
- c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **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 a 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. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

12. **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 a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility for Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

City of Mt. Pleasant, Michigan  
**BID PROPOSAL**

**2015 WWTP BOILER REPLACEMENT BID**

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

BID DATE: August 25, 2015  
TIME: 1:30 p.m.

The undersigned, as Bidder, hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding of the same Contract; that he has carefully read and examined the Contract Documents, including the Notice to Bidders, Instructions, Bond Forms, Technical and Detailed Specifications, and Contract Drawings, for the designated work and understands all of the same; that he, or his representative, has made such a personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work; and he proposes and agrees that if this Proposal is accepted, he will contract with the Owner in the form of the Contract hereto annexed, to provide necessary machinery, tools, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents, including Addenda No. \_\_, \_\_, and \_\_, in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth to furnish Contractor Bonds and Insurance required of the Contractor by the Contract Documents, and that he will take in full payment therefore the unit prices set forth in the following Proposal.

The Bidder understands that the Owner reserves the right to reject any or all bids, and to waive any irregularities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving the bids.

Upon receipt of a written Notice of Award of the Bid, the Bidder shall execute the formal Contract Agreement attached hereto within ten (10) days and shall deliver to the Owner a Surety Bond or Bonds required. In the event the Contract and Bond are not executed within the time above set forth, the Bid Deposit attached in the sum of five percent (5%) of the Bid Proposal shall become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written Notice to Proceed executed by the Owner and to fully complete the project as stipulated in the Special Conditions of these Specifications. The Bidder further agrees to pay as liquidated damages the sum indicated in the Special Conditions for each consecutive calendar day thereafter, until substantial completion, that is when all work items in the proposal are complete and notification of substantial

completion of work items and final quantities is given to the Director of Public Works by the contractor.

The below unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds specified, and the Bidder agrees to perform all of the work described in the Specifications and/or shown on the Plans for the following unit prices:

DESCRIPTION	AMOUNT
Purchase and installation of one (1) dual-fuel (natural gas and methane) hot water boiler, connecting piping insulation, breeching and electrical, according to bid specifications.	\$ _____

\_\_\_\_\_ and \_\_\_\_/100 Dollars.  
(written)

RESPECTFULLY SUBMITTED,

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print or Type Name and Title \_\_\_\_\_

Date \_\_\_\_\_

**City of Mt. Pleasant  
2015 WWTP Boiler Replacement Bid**

**SCOPE OF WORK**

1. Owner will demolish and remove existing boiler. New boiler will be installed in the same location as the old boiler, using the existing pad. Clearances will be critical. **A pre-bid site visit is required.**
2. The Contractor shall furnish all labor, material, and equipment, and be responsible for the entire work until completed and accepted by the Owner.
3. The existing boiler is a Peerless 37 HP hot water with 1,527,000 input BTU and output of 1,228,000 BTU, operating at a water pressure of 30 PSIG.
4. The furnished boiler shall be a Peerless LC-08 cast iron hot water boiler or approved equivalent. Minimum input of 1,450,000 BTU and minimum combustion efficiency will be 80%. The boiler shall be equipped with a burner capable of automatically switching from natural gas to digester methane. The burner shall be a Powerflame model CG-2-15 or approved equivalent, full modulating and maintain fuel-air ratios automatically.
5. A control panel will control ignition, starting and stopping of the burner, and provide both pre- and post-combustion purge. Burner will shut down in the event of ignition, pilot or main flame failure. Interlock will shut down burner upon combustion air pressure drop.
6. Control panel will include indicating lights or other method to show low water level, flame failure, fuel valve open and load demand.
7. Control panel will include automatic switchover between existing and new boiler.
8. Boiler will be supplied with all required gauges, instruments and controls to operate safely and efficiently.
9. Natural gas and methane piping will be stainless steel. Gas train will include high and low gas pressure switches, plug valve an gas pressure regulator, and any additional accessories as needed to meet code requirements and provide a fully operating system.
10. Boiler will be installed in accordance with manufacturer's instructions, and so as to meet NFPA 54 and applicable codes. All materials furnished and all work installed shall comply with National Fire codes, with the requirements of all governmental departments having jurisdiction.
11. All electrical work will conform to applicable Building Code and NFPA70. Products furnished will be listed and classified by Underwriters Laboratories, Inc.

12. Installation will include any additional accessories required to meet code requirements and provide a fully operating system.
13. Contractor shall give all necessary notices, obtain all permits and pay all government sales taxes, fees and other costs. Contractor will file all necessary plans, prepare all documents and obtain and obtain all necessary approvals of all governmental departments having jurisdiction, obtain all required certificates of inspection of his/her work and deliver same to the Owner before acceptance an final payment of work.
14. Contractor will provide two (2) copies of all manuals, drawing(s) and other documents to the Owner.
15. Contractor will provide start-up and training for Owner's personnel.