

## **General Instructions to Bidders (updated)**

1. Instructions, forms & specifications.
  - A. All bids are to be submitted in sealed envelopes marked as stated in the NOTICE TO BIDDERS.
  - B. Additional information or clarification of any of the instructions or information contained herein may be obtained from the City of Mt. Pleasant Parks Department Parks listed in the NOTICE TO BIDDERS.
  - C. Any bidder or bidders, finding any discrepancy in or omission from the specifications in doubt as to their meaning shall notify the City of Mt. Pleasant in writing not less than five (5) days prior to the scheduled opening of the bids. Exceptions taken in no way obligate the City to change the specifications. The City of Mt. Pleasant will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions.
  - D. The City will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the specifications should be directed to and will be issued by the City of Mt. Pleasant Parks Department.
  
2. Bonds are not required for this project.
  
3. A pre-Bid Conference will be held at the time and location stated in NOTICE TO BIDDERS. Owners Representative will be present to discuss the project. Bidders are not required to attend and participate in the conference. Owners Representative will transmit to all prospective bidders of record such addenda in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. Addenda may be issued to clarify, correct, or supplement, or change the bidding documents.
  
4. Bid Evaluation and Award of Contract
  - A. The City of Mt. Pleasant shall award all contracts to the most qualified, responsible, responsive bidder as determined by the City of Mt. Pleasant within 15 days of bid opening. The following items will be evaluated on a percentage system as follows: (NOT NECESSARILY IN ORDER OF IMPORTANCE)
    1. Total cost of system and quality of components
    2. Overall system and component design
    3. Durability and ease of maintenance
    4. Performance history of manufacturer and installer
    5. Experience and knowledge of manufacturer and installer
    6. Integration of system components with existing site amenities
    7. Warranty
  
5. Reservations
  - B. The City of Mt. Pleasant reserves the right to reject any or all bids or parts of bids, when deemed to be in the best interest of the City.
  - C. The City of Mt. Pleasant reserves the right to waive formalities or technicalities in bids as the interest of the City may require.
  - D. The City reserves the right to award contracts or place orders on a lump-sum or individual basis, or such combination as shall be deemed to be in the best interest of the City of Mt. Pleasant.
  
6. Delivery
  - A. Bidders shall guarantee delivery of materials in accordance with such delivery schedule, which may be provided in the specifications and proposal.
  - B. All items shall be delivered FOB destination, and delivery costs and charges included in the bid, unless otherwise noted in the specifications and proposal.

## 7. Competition, Literature & Samples

- A. Proposals may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.
- B. The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in the specifications is for designating a standard of quality and type and for no other purpose. Even though a particular brand may be specified or implied, bids will be considered on all brands or on the product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which (s)he is bidder, and shall supply:
  - 1. Samples, Drawings, Parts listings, Catalogs and Specifications with the bid. Failure to submit the above information may be sufficient grounds for rejection of the bid.
- C. No bidder shall be allowed to submit more than one price for an item. Bidder must determine what to offer. If more than one price is submitted for any item, the City may reject that item unless an alternate is requested.
- D. Samples must be delivered and marked the same as the bid. Failure of the bidder to either deliver required samples, drawings, parts listings, catalogs or catalog cuts and specifications and descriptive literature, or to clearly identify such as indicated, may be grounds for rejection of the bid. The City of Mt. Pleasant reserves the right to retain or destroy for testing all materials submitted for the bid. Any materials not destroyed will be available for return when and if the City deems such. If notified of items available for return, bidder shall remove items within 30 days of notification or City will not be responsible for disposition.

## 8. Deviations from specifications

- A. In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder with submission of the bid. The absence of a written list of specification deviations at the time of submittal of the bid, will hold the bidders strictly accountable to the City of Mt. Pleasant for furnishing material, equipment or services in full accordance with the specifications as written, and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

## 9. Inspection

- A. All materials, supplies, and/or services delivered or performed for the City of Mt. Pleasant, shall be subject to final inspection by the City of Mt. Pleasant and tests by the testing facilities of the City of Mt. Pleasant and/or independent testing laboratories as may be designated by the City. If the result of one or more such tests indicates that any part of the materials or supplies are deficient in any respect, the City of Mt. Pleasant at their absolute discretion, may reject all or any part of the materials or supplies to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the City of Mt. Pleasant in their absolute discretion.

## 10. Disputes

- A. In cases of disputes as to whether or not an item or service quoted or delivered meet specifications, the decision of the City of Mt. Pleasant or authorized representatives shall be final and binding on both parties. The City may request the recommendation in writing of the head of the City agency using the item or materials or other objective sources.

## 11. Equal Opportunity

- A. It is the policy of the City of Mt. Pleasant to assure all persons Equal Employment Opportunity, and that they have the maximum opportunity to participate in the performance of all City contracts for supplies and services.
- B. Every contractor or vendor doing business with the City must agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin or sex, and shall be obligated to include a similar requirement in any and all subcontracts. They must further agree to comply with all applicable Federal, State, and local laws and executive orders and regulations relating to Equal Employment Opportunity.
- C. All interested persons may participate. Persons with disabilities needing assistance to participate may call the City of Mt. Pleasant Human Resources Office at (989)779-5314. Persons with hearing

impairments may call the Michigan Relay System. A 48-hour advance notice is necessary for accommodation.

## 12. Indemnity

- A. If contract is awarded, the successful bidder will be required to indemnify, defend and hold the City harmless from and against all claims, loss, liability, cost and expenses including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of any person arising out of or attributable to the bidder's performance of the contract awarded.

## 13. Insurance

- A. Unless otherwise required by special conditions of this invitation to bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, COMMERCIAL GENERAL LIABILITY INSURANCE, COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE with limit of not less than those set forth below:
- B. Commercial General Liability Insurance: At least \$2,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and where applicable to the project as determined by the City, Products and Completed Operations. The general aggregate limit is to apply per project.
- C. On all liability insurance policies, the City of Mt. Pleasant, its employees and officers shall be named as additional insured, and insurance certificates furnished to the City shall indicate such coverage.
- D. Workers Compensation Insurance: Statutory benefits as required by Michigan law.
- E. The bidder shall provide the City with a Certificate of Insurance evidencing the coverages required above. Such certificates shall provide that the City be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work.

## 14. Permits, Licenses, fees

- A. The successful contractor shall be responsible for obtaining and paying all licenses, permits and associated fees necessary to complete the work. The cost of these licenses, permits, tap, meter and associated fees will be paid by the contractor and shall be included as part of the overall project cost.
  - 1. Exception: The required DEQ Flood Plain Permit for this project will be the responsibility of the City and has already been obtained.

## 15. Property Damage

- A. Contractor shall be responsible for any damage caused by him or his sub-contractor. Any damage to property shall be promptly repaired at contractor's expense. After sufficient notification and if the contractor fails to make repair, the City will have repairs made and charged to the contractor.

## 16. Guarantee and Warranty

- A. The contractor warrants all material and workmanship furnished by him to be the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials. Upon completion, the contractor shall provide a limited warranty on materials and workmanship. In the event of defects covered by the warranty, the contractor shall promptly rectify the problem to the satisfaction of the City.

## 17. Contract times (updated)

- A. The City is interested in the project completion within the 2015 construction season. Bidders will submit a proposed project schedule for completion of work. The City will evaluate the completion schedule as part of the bid package and final schedule will be agreed upon by City and successful bidder and will include provisions for liquidated damages as outlined in item 18.

## 18. Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the owner if work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty):

1. Substantial Completion: contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the contract) as specified above for substantial completion until work is substantially complete
2. Completion of remaining work: After substantial Completion, if contractor shall neglect, refuse, or fail to complete the remaining work within the contract time Contractor shall pay owner \$500 for each day that expires after such time until the work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain substantial completion and final completion are not additive and will not be imposed concurrently.

BID FORM

Island Park Pre-Manufactured Shelter Project  
City of Mt. Pleasant

BID RECIPIENT

This Bid is submitted to:

City of Mt. Pleasant  
320 W. Broadway Street  
Mt. Pleasant, MI 48858

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, locate and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions,

if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bidding document, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

**BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price to furnish & install (4) Four 16'x16' square shelters complete per specifications	\$
Alternate #1 Substitute round posts in place of square standard	\$
Alternate #2 Column Base covers for all surface mount columns	\$

**Total of All Lump Sums** \$ \_\_\_\_\_

**TIME OF COMPLETION**

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidate damages to.

BID SUBMITTAL

BIDDER:

\_\_\_\_\_

By:

[Signature] \_\_\_\_\_

[Printed name] \_\_\_\_\_

*{If Bidder is a corporation a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.}*

Attest:

[Signature] [Printed \_\_\_\_\_

name] Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: Fax \_\_\_\_\_

Number: \_\_\_\_\_

Contact Name and e-mail address \_\_\_\_\_

\_\_\_\_\_