

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For

2016 Mt. Pleasant Mobile Home Fence Project



KATHLEEN L. LING

Mayor

Nancy Ridley

City Manager

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Mt Pleasant Fire Department

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Assistant Fire Chief

May 2016

City of Mt. Pleasant, Michigan
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NOTICE TO BIDDERS

2016 Mt. Pleasant Mobile Home Fence Project

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on Tuesday, June 7, 2016, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked **"2016 Mt. Pleasant Mobile Home Fence Project – June 7, 2016"**. Bidders must include manufacturer's specifications and the City's specifications sheets, indicating ability to comply, with the bid proposal.

Proposals are solicited on a lump sum basis, for the following:

Chain link fence installation with privacy slats from Burch Street to Upton Street running parallel on the west side of Wood Street.

A pre bid meeting will take place at 1:30 pm on June 2, 2016 at the intersection of Wood Street and Belnap Street. You are encouraged to attend.

To view and download complete Plans and Specifications at no charge, visit the City of Mt. Pleasant website at www.mt-pleasant.org and navigate to the Bids and Quotes page. Questions must be submitted by e-mail to mdunham@mt-pleasant.org by June 4, 2016.

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.

Michael Dunham
Assistant Fire Chief
(989) 779-5123

Jeremy Howard
City Clerk
(989) 779-5374

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS
FOR MATERIALS

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 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. **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, and Insurance Certificates using the attached forms. Any other bond forms are not permissible.

7. **Permits and Local Codes**

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

8. **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.

9. 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 agreed upon in writing by the contractor and owner.

10. 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.

11. 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.

12. Delivery

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.

**"2016 Mt. Pleasant Mobile Home Fence Project"
PROPOSAL**

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

BID DATE: June 7, 2016
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 firm bid and not subject to withdrawal or change for a period of ninety (90) days.

<u>BID ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL</u>
Chain link fence installation with privacy slats from Burch Street to Upton Street running parallel on the west side of Wood Street.			

TOTAL \$ _____
(figures)

(Written) _____ and ____/100 Dollars.

Estimated delivery date to City of Mt. Pleasant: _____

Respectfully Submitted,

COMPANY: _____ DATE _____

ADDRESS : _____

CITY _____ STATE _____ ZIP+4 _____

TELEPHONE _____ FAX _____

AUTHORIZED SIGNATURE _____

PRINT OR TYPE NAME & TITLE _____

EMAIL _____

- B. Pre Bid Meeting to be held on June 2, 2016 at 1:30 pm (meet at Wood St and Belnap St). You are encouraged to attend
- C. Submission deadline and bid opening – June 7, 2016
- D. Contract Awarded – June 28, 2016
- E. Work may begin on June 28, 2016 in some areas or when the encroachments that exist are eliminated or removed.
- F. Project must be totally complete within 60 days of the removal of encroachments or by no later than October 31, 2016

ADDITIONAL BID SPECIFICATIONS

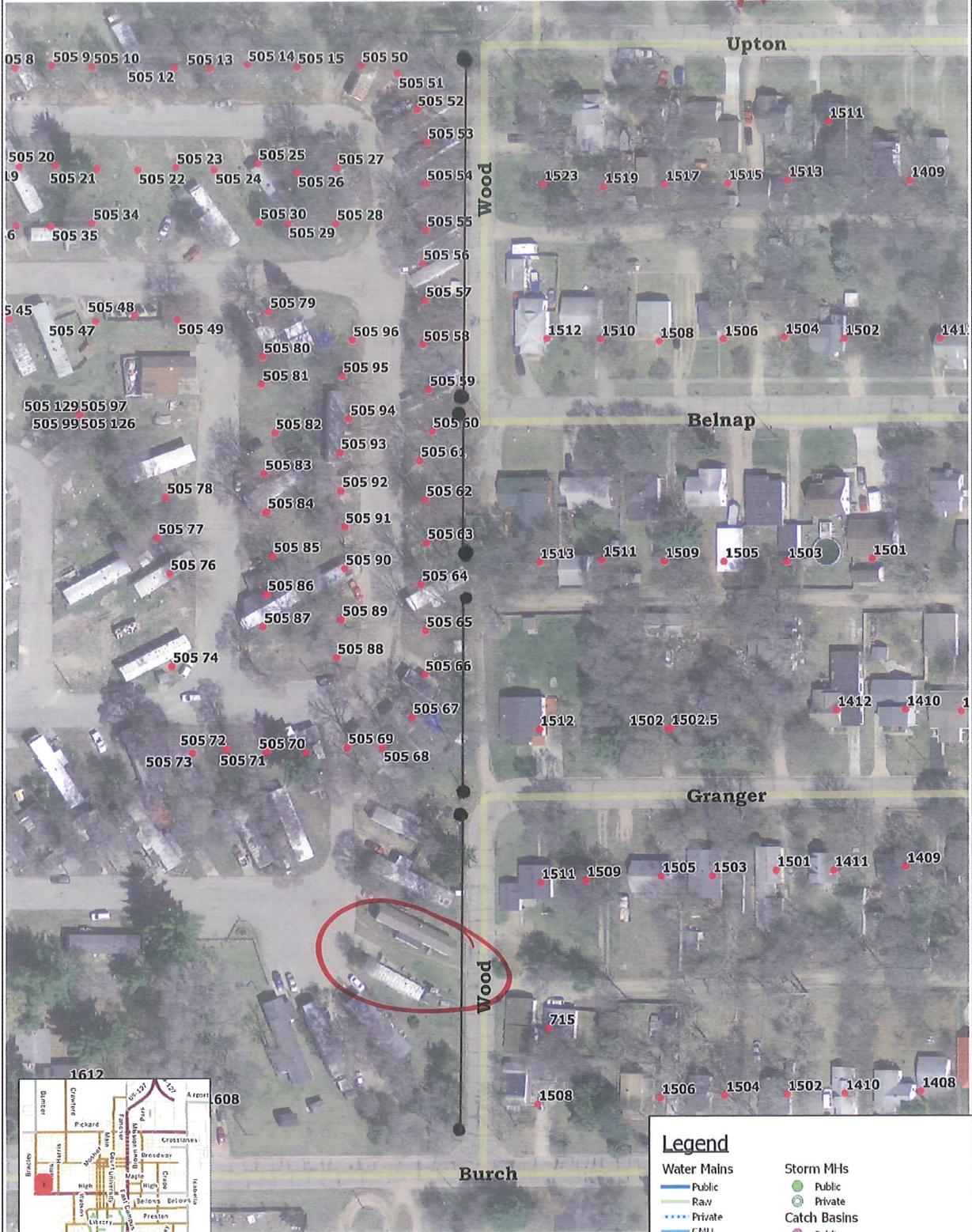
Warranty: The manufacturer's warranty for the equipment shall be submitted in writing with the bid. The warranty shall provide for the replacement of all defective parts during the warranty period. Such replacement shall be performed at no cost to the City.

Pre Bid Conference: A pre bid conference will be held at 1:30 p.m. on June 2, 2016 to review the scope and specifications of the project with potential bidders. Bidders are encouraged to attend the above scheduled conference.

GIS Map

City of Mt. Pleasant

ILLUSTRATION
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Legend	
Water Mains	Storm MHS
Public (Blue line)	Public (Green circle)
Raw (Red line)	Private (Purple circle)
Private (Dotted line)	Catch Basins
CMU (Blue line)	Public (Purple circle)
Abandoned (Orange line)	Private (Purple circle)
Water Valves	Inlets
Left to Open (Blue circle)	Public (Blue circle)
Right to Open (Blue circle)	Private (Blue circle)
Private (Blue circle)	Sanitary Mains
Water Services	Public (Orange line)
Fire Service (Red star)	Private (Dotted line)
Storm Mains	Abandoned (Orange line)
Public (Green line)	Sanitary MHS
CMU (Blue line)	Public (Orange circle)
County Drain (Blue line)	Private (Orange circle)
Abandoned (Orange line)	Easements (Pink rectangle)
Private (Dotted line)	



City of Mt. Pleasant
 DIVISION OF PUBLIC WORKS
 -ENGINEERING DEPARTMENT-

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