

**Solicitation for Bids
Nelson Park Gazebo Design-Build
Mt. Pleasant, MI**

1. Instructions to Bidders

The City of Mt. Pleasant (Owner) is soliciting proposals for the design and construction of a new timber gazebo at Nelson Park to match the existing covered bridge at the park.

Contractors interested in completing this work shall submit their proposal to the City of Mount Pleasant, Office of the City Clerk, 320 W. Broadway, Mount Pleasant, MI 48858 by 1:30pm (local time) on September 27, 2016. Proposals shall be delivered in sealed envelopes and labeled **Nelson Park Gazebo Design-Build**. Proposals will be publically opened and read aloud in Conference Room "C". Bids shall be submitted on the form included in Section 3.

Interested contractors can visit the City of Mt. Pleasant's website at www.mt-pleasant.org/Bids and navigate to "Nelson Park Gazebo Design-Build" to review all related supplemental documents and addenda for the project. Any addenda issued regarding the project will be found on the above website. Bidders must visit the website to view any addenda issued and must acknowledge acceptance on the bid form in Section 3 prior to submission of bids.

Interested contractors may visit Nelson Park, 714 W. Broadway, Mt. Pleasant, MI 48858 to become familiar with the site and other details regarding the proposed work. Questions regarding the proposal or technical requirements of the work should be referred to the Owner's representative, Director of Parks & Public Spaces, Chris Bundy; email address is cbundy@mt-pleasant.org.

To review the project and answer questions a mandatory pre-bid meeting is scheduled on-site at the above address on September 20, 2016 at 3:00pm at the covered bridge in Nelson Park. Only those attending the mandatory pre-bid will be eligible to bid.

The Owner plans to execute a contract with the Bidder which submits the proposal that the Owner determines to be in the Owner's best interest. The Owner will consider price, completion date, and the Bidder's experience and qualifications. The Owner reserves the right to reject any or all proposals and to waive informalities or technicalities and to negotiate contract terms with the Successful Bidder. The Owner may request additional information from one or more bidders to aid in evaluating overall proposals.

2. Background and Scope of Work

This project includes the design and construction of a new 165 sft timber gazebo in Nelson Park as described within these documents and as shown on the supplemental attachments. This project is to be bid as a design/build project. The intent of the final product is that the new gazebo will match the appearance and finishes of the newly constructed timber Rotary Bridge in Nelson Park. The structure shall be constructed of treated timber and cedar accent finishes manufactured to withstand weathering.

All construction shall meet or exceed standard building codes including snow/wind loads, and meet all barrier free requirements when completed. The gazebo shall have a cathedral style truss design roof supporting a matching decorative cupola. Six columns designed to match existing bridge style with suitable diameter concrete pier footings. The flooring of the gazebo shall be minimum 4" thick concrete constructed at grade with minimum 4" thick sand subbase. Three of the six sides (min. of 8' long each) of the gazebo shall have a railing, while the other three sides shall be left open (future pathway side). The railing for the three sides shall be constructed of timber with decorative coated steel inserts. The contractor's bid to complete this work shall be all inclusive for a "turn-key" installation. The city's not-to-exceed budget for this work is \$70,000. The project shall be completed and ready for use no later than December 2, 2016. Owner will finish paint wood accents to match bridge at a later date.

3. Bid

The undersigned Bidder proposes and agrees, if this bid is accepted by the Owner, to enter into an agreement to perform all work as described or specified.

The Bidder has examined and carefully studied the proposed work. The Bidder acknowledges the following Addenda as listed on the city's website www.mt-pleasant.org/Bids for this project.

| Addendum No. | Addendum Date |
|--------------|---------------|
| _____ | _____ |
| _____ | _____ |

The Bidder has notified the Owner's representative of any conflicts, discrepancies, and ambiguities discovered and is satisfied with the written resolution thereof.

Bid:

The Bidder agrees to complete the design-build work including in accordance with the Contract Documents for the following lump sum price: _____ . The Bidder agrees to complete all Work by _____ .

This Bid is submitted by:

Name of Contractor: _____

Address: _____

Telephone No.: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

4. General Conditions

A. Working Hours

The Contractor’s work at the project site is limited to the regular working hours of 7:00 A.M. to 7:00 P.M. Monday thru Saturday

B. Means and Methods

The Contractor is responsible for establishing the means and methods of completing the required work.

C. Bonds

The Contractor shall provide a payment bond and a performance bond, each equal to the total contract amount.

D. Insurance

The Contractor shall maintain the following insurance, at a minimum, through the life of the contract:

| | |
|---|-------------|
| Worker’s Compensation: | Statutory |
| Worker’s Compensation-Employer’s Liability: | |
| Accident: | \$100,000 |
| Disease: | \$100,000 |
| Aggregate Disease: | \$500,000 |
| General Liability | |
| Bodily Injury – Each Occurrence: | \$500,000 |
| Bodily Injury – Aggregate Limit: | \$500,000 |
| Property Damage – Each Occurrence: | \$250,000 |
| Property Damage – Aggregate Limit: | \$500,000 |
| OR | |
| Combined Single Limit: | \$1,000,000 |
| Aggregate Limit: | \$1,000,000 |
| Comprehensive Automobile Liability | |
| No Fault: | Statutory |
| Bodily Injury – Each Occurrence: | \$500,000 |
| Property Damage – Each Occurrence: | \$250,000 |
| OR | |
| Combine Single Limit: | \$1,000,000 |
| Umbrella or Excess Liability: | \$1,000,000 |

The City of Mount Pleasant shall be named as additional insureds on the Contractor’s insurance certificates.

E. Safety

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions to prevent damage, injury, or loss to persons who may be affected by the work, the work and materials incorporated into the work, and other property at the work site.

F. Payments to the Contractor

Payment maybe made periodically through the life of the contract, but not more frequent than monthly intervals. Prior to executing a contract, the Contractor shall provide the Owner a schedule of values, which after acceptance by the Owner, will be used as the basis for making progress payments. If payment is requested for materials not installed at the work site, the Contractor shall provide suitable documentation assuring the owner's interest and protection.

Beginning with the second application for payment, each Application for Payment shall include an affidavit stating that all previous progress payments received have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

Retainage will be held from periodic payments as follows:

- Ten percent of the payment amount will be held by the Owner.
- When 50% of the contract amount is earned by the Contractor, no additional retainage will be held provided that the Contractor's work is on schedule and being completed in accordance with the contract requirements.
- Retainage being held will be paid to the contractor at final completion. At substantial completion, a portion of the retainage may be paid to the contractor; however, sufficient retainage will be held by the Owner to assure completion. The Owner will determine the amounts to be held for retainage.
- Retainage held by the Owner will earn interest at an annual rate of 2%. Interest earned on the contractor's retainage will be paid to the Contractor at the time of Final Payment.

Payments will be made by the Owner within 30 days of recommendation by the Owner.

G. Final Payment

After the Owner has determined that the work is completed and ready for final payment, the Contractor shall provide the following:

- Consent of Surety, if any, for final payment
- A list of all claims against the Owner that the Contractor believes are unsettled
- Complete and legally effective releases or waivers (satisfactory to the Owner) of all lien rights arising out of or liens filed in connection with the work or copies of receipts or releases in full and an affidavit that the releases and receipts include all labor, services, materials, and equipment and all payrolls, material and equipment bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

H. Termination

The Owner may terminate the contract in the event of any of the following:

- Contractor's failure to satisfactorily perform the work in accordance with the requirements
- Contractor's disregard for Laws or Regulations
- Contractor's disregard for the authority of the Owner

In the event the Owner terminates the contract, the Owner may complete the work as the Owner deems expedient. The Owner may incorporate all materials and equipment stored at the site or which the Owner has paid for but is stored elsewhere.

In the event of termination, the Contractor shall not be entitled to additional payments until the Work is completed. If the unpaid balance of the Contract Price exceeds any claims, costs, losses, and damages sustained by the Owner arising out of or relating to completing the work, the excess will be paid to the Contractor. If the total of any claims, costs, losses, and damages sustained by the Owner arising out of or relating to completing the work exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Owner.

I. Dispute Resolution

In the event of a dispute, the Owner and Contractor will attempt to resolve the dispute by non-binding mediation, prior to pursuing other legal remedies.

J. Governing Laws

This agreement and the work are governed by the laws of the State of Michigan

Appendix A – Supplemental Attachments