

NOTICE TO BIDDERS
Chipp-A-Waters Park – Access Adventure Trail
SITE CONSTRUCTION AND BRIDGE INSTALLATION
MT. PLEASANT, MICHIGAN 48858
August, 2009

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, September 1, 2009, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2009 Chipp-A-Waters Access Adventure Trail Project – September 1, 2009."

The work generally involves: General site preparation, stump removals, excavation, grading and installation of 10' wide asphalt pathway, construction of elevated boardwalk, installation of pre-engineered steel bridge (spanning the Chippewa River) with construction of associated bridge abutments and other related work items including site restoration.

Bid documents will be available for examination at the Builder's Exchange of Grand Rapids, 4461 Cascade Road S.E., Grand Rapids, and available on CD in PDF format at Mt. Pleasant Parks & Recreation Office, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan or online at www.mt-pleasant.org under bids and quotes.

Bid documents will be available starting Wednesday, August 12, 2009.

Proposals must be accompanied by a certified check, bank draft or bid bond from an approved surety company doing business in Michigan in an amount equal to five percent (5%) of the total amount proposed. Proposals shall be submitted in accordance with the Information for Bidders of the bid documents.

The City of Mt. Pleasant reserves the right to reject any or all bids, to waive any irregularities or informalities, and to accept any bid in their own best interest.

There will be a mandatory pre-bid conference and walk through meeting at the Project Site, 1403 W. High St., Mt. Pleasant on Thursday, August 20, 2009 at 1:30 p.m. local time.

All work shall be coordinated with the delivery and installation of a CONTECH Pre-engineered steel bridge with total project substantially completed by October 23, 2009 with punch list items and final clean-up by October 30, 2009.

Dated: August 5, 2009

Jeremy Howard,
City Clerk
(989) 779-5366

General Instructions to Bidders

1. Instructions, forms & specifications.
 - A. All bids are to be submitted in sealed envelopes marked as stated by the date listed above.
 - B. Additional information or clarification of instructions or information contained herein may be obtained from the City of Mt. Pleasant Department of Parks and Recreation as listed above.
 - C. Any bidder or bidders, finding any discrepancy in or omission from the specifications 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 and Recreation Department.
2. Bid Security Deposit is required when submitting your bid.
 - A. Bid security, in the form of Bid Bond or Cashier's Check, in the amount of 5% of the project cost shall be included with the bid. Bids received without deposit will be deemed unresponsive and rejected.
3. 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 within 15 days of bid opening.
 - 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.
4. 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.
5. 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.

6. 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.

7. 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.

8. 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.

9. 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.
 - i. Exception: The required DEQ Flood Plain Permit for this project will be the responsibility of the City. The City has completed the permit and paid the applicable application and processing fee to the State of Michigan.

10. 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.

11. 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.

12. Completion time

- A. Total time of completion shall be not more than 45 consecutive calendar days from date of notice to proceed. The Bidder hereby agrees to commence work under this contract on or before date to be specified in the written notice to proceed executed by the owner and to fully complete the project as stipulated in the Specifications within 45 day period. The Bidder further agrees to pay as liquidated damages the sum of Three Hundred Dollars (\$300.00) 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 Parks by the contractor.

13. Performance Bond

- A. Contracts resulting from this bid will be required to furnish and pay for a satisfactory (100%) performance bond. This cost must be included in the overall proposal.

14. **Project Budget & Timeline**

<i>Activity</i>	<i>Time</i>	<i>Date</i>
RFP Released		August 12, 2009
Mandatory Pre-Bid Meeting*	1:30 p.m. @ Site*	August 20, 2009
Submission of Proposals	1:30 p.m. City Hall	September 1, 2009
Contract Awarded		September 14, 2009
Work Could begin		September 15, 2009
Project Complete by		October 31, 2009

*Mandatory pre-bid meeting will be held at project site located at 1403 W. High St. Mt. Pleasant, MI 48858

City of Mount Pleasant, Michigan
BID PROPOSAL
Chipp-A-Waters Access Trail

TO: City Clerk

City Hall
320 W. Broadway Street
Mount Pleasant, MI 48858

BID

DATE: September 1, 2009

TIME: 1:30 p.m.

The undersigned, as Bidder, hereby declares that his 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 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.

The Bidder hereby agrees to commence work under this Contract on or before date to be specified in the written Notice to proceed executed by the Owner and to fully complete the project as stipulated in the Specifications within a period negotiated with the City Parks Department. The Bidder further agrees to pay as liquidated damages the sum of Three Hundred Dollars (\$300.00) 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 Parks by the contractor.

The Bidder agrees to perform all of the work required to complete the items described in the Specifications and/or shown on the Plans for the completion of the project for the following total Lump Sum Bid price:

TOTAL PROJECT LUMP SUM BID AMOUNT:
\$ _____

What are your unit prices for the following items shown in plan documents:

Item	Bid Item	Unit	Unit Cost
1.	Bituminous Paving of Trail 10' Wide including sub base	L.F.	_____
2.	Boardwalk 8' wide w/rail	L.F.	_____

RESPECTFULLY SUBMITTED,

I have enclosed my bid security with my bid _____

Bidding Firm Name: _____

Firm is a(n) (check one) individual _____ partnership _____ corporation licensed in _____ (state)

Federal ID # or SSI # _____

Street address _____

City State Zip _____

Signature _____ Date _____

Printed name _____

Title _____

Phone _____

Fax _____

Email address _____

Bidder agrees to hold bid prices for 60 days from date of bid opening