

ADVERTISEMENT
CITY OF HOWELL, MICHIGAN
DEPARTMENT OF PUBLIC WORKS OFFICE RENOVATION
CONTRACT 17-DPW-4

The City of Howell will receive sealed bids at the City Clerk's office located at 611 East Grand River Avenue, Howell, Michigan 48843, up to

2:00 p.m., Tuesday, December 12, 2017

for all work associated with the construction of a new locker room, lunch room, restrooms, and reconfiguration of existing offices and finishes.

Bids must be sealed in an envelope with "DPW OFFICE RENOVATION" marked on the outside.

The City of Howell officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). Copies of documents obtained from any other source are not considered official copies. Only those vendors who obtain documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda. The City of Howell also reserves the right to use any other method of distributing bid information; however, any additional method of distribution will also direct vendors to MITN.

A mandatory site walk-through for all prospective bidders will be held on-site on

Tuesday, November 21, 2017 at 2:00 pm

Only those who attend the mandatory site walk-through will be allowed to bid on this project.

A certified check or bidder's bond for a sum of not less than five percent (5%) of the amount of the proposal will be required with each proposal. The right is reserved by the Owner to accept or reject any proposal, and to waive any irregularities in any proposal, in the interest of the City. No bids may be withdrawn after the above bid date and time for a period of sixty (60) days.

Jane Cartwright, City Clerk

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

COPIES OF BIDDING DOCUMENTS

1.1 Sets of the bidding documents in the number and for the deposit sum, if any, stated in the advertisement or invitation may be obtained through the Michigan Intergovernmental Trade Network (MITN).

1.2 Complete sets of bidding documents shall be used in preparing bids. Every bidder should check that every set the bidder obtains from MITN is complete. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

1.3 The City, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work. All bidding documents are the property of the City and the distribution of these documents in no way confers to the bidder a license or grant for any other purpose.

WORK TO BE DONE

2.1 The work to be done under this proposed Contract will consist of the furnishing of all labor, materials (except where specifically enumerated "To be supplied by the City"), equipment, supplies, supervision, and permits necessary for the complete construction of the work.

2.2 Location of the proposed construction is shown on the plans. The work consists of the items listed in the bid/proposal including the work incidental to completing each item.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a bid, also referred to herein as a "proposal," each bidder must:

- a) examine the contract documents thoroughly;
- b) visit the site to familiarize himself with local conditions that in any manner affect cost, progress or performance of the work;
- c) familiarize himself with Federal, State and Local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and
- d) study and carefully correlate bidder's observations with the contract documents.

3.2 On request, the City will provide each bidder access to the site to conduct investigations and tests as each bidder deems necessary for submission of his bid.

3.3 By submitting a bid, the bidder promises that he has complied with every requirement of this Article 3 and further acknowledges that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work and the preparation of the bid.

BASIS OF PROPOSALS

4.1 Proposals are solicited for the construction of the complete work described in the specifications. Proposals will be received on the basis of a lump sum proposal. The lump sum proposal shall include all material (except where specified to be supplied by the City) and all work items required to fully complete the project which is listed on the plans and/or specifications.

4.2 Failure to complete the base proposal may be cause by the City to reject such proposal, as the City may deem to be in its best interest.

FORM OF PROPOSAL

5.1 All proposals must be made upon the forms furnished by the City and shall not be removed from the bound book. Each proposal must:

- Be enclosed in a sealed envelope, addressed to the City of Howell, Michigan and identified upon the outside by the name of the bidder and the name of the project.
- Be accompanied by a certified check, irrevocable letter of credit, or acceptable bid bond made payable to the City of Howell in the amount indicated elsewhere in the bid documents.

5.2 The legal status of the bidder must be indicated as provided on the proposal;-i.e., co-partnership, an individual, a corporation, etc..

5.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

5.4 All bidders must attach to their bid any and all accompanying documentation showing the bidders legal status which shall include, but not be limited to the following: assumed named certificates; articles of incorporation; articles of limited liability corporations; joint venture agreements; good standing certificates issued by the State of Michigan or the State in which the bidder does business. Further, any foreign corporations who are not doing business in the State of Michigan or are not otherwise registered to do business in the State of Michigan, shall register with the appropriate department of the State of Michigan to conduct business in this State. Proof of registration shall be supplied to the City on or before ten (10) days from and after the notice of award.

5.5 All names must be typed or printed below the signature.

5.6 The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be noted on the bid form).

5.7 The name, address, phone number, fax and electronic mail address to which communications regarding the bid are to be directed must be shown.

5.8 Bid security shall be made payable to the City in an amount **of five percent (5%)** of the bidder's maximum bid price and in the form of a certified or bank check or a bid bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of general specifications.

5.9 The bid security of the successful bidder will be retained until such bidder has executed the agreement and furnished the required contract security and insurances. If the successful bidder fails to execute and deliver the Agreement and furnish the required contract security and insurances within **ten (10) days of Notice of Award**, the City may annul the Notice of Award and the bid security of that bidder may be forfeited. The bid security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of:

- (a) The fourteenth (14th) day after the contract is signed between the City and the successful bidder and furnishing of the required contract security; or
- (b) the sixty-first (61st) day after the bid opening.

Bid security of unsuccessful bidders will be returned within fourteen (14) days of the bid opening.

MODIFICATION AND WITHDRAWAL OF BIDS BY BIDDER

6.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

6.2 If, within twenty-four (24) hours after bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of his bid, that bidder may withdraw his bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

OPENING OF BIDS

7.1 Bids will be opened publicly.

7.2 At the time the bids are opened, each bid will be read aloud and an abstract of the amounts of each base bids and major alternates (if any) will be made available after the opening of all bids.

BIDS TO REMAIN OPEN

8.1 All **bids shall remain open for sixty (60) days** after the day of the bid opening, but the City may, at its sole discretion, release any bid and return the bid security prior to that date.

QUALIFICATIONS OF BIDDERS

9.1 To demonstrate qualifications to perform the work, each bidder must be prepared to **submit within ten (10) days of the City's request written evidence of any information deemed necessary for bid evaluation**, such as, but not limited to, financial data, previous experience, evidence of authority to conduct business in the jurisdiction where the project is located, letter citing cases and reasons, if any, where the bidder has not carried a contract through to completion in the last five years, evidence of bidder's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the Contract. Failure to submit any such data within the ten (10) days gives the City the right to reject the Contractor's bid. The basic questionnaire to be used appears as the next page.

9.2 Refer to **Supplemental Information to Bidders** for additional information, if included with these specifications.

BIDDER'S GENERAL QUESTIONNAIRE

Submit the following information regarding your proposal with this bid:

1. Number of years experience in this work: _____

2. List the municipalities and agencies that you have contracted with during the past five (5) years for this type of work:

3. Name of your insurance carrier: _____

PL/PD/BI insurance carrier: _____

Workmen's Compensation: _____

4. Comments:

Signed: _____

Name and Address of Firm:

Printed Name: _____

Title: _____

Date: _____

Tel: _____

Fax: _____

AWARD OF CONTRACT

10.1 The City reserves the absolute right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. However, if the conflict is a substantial one, then the City has the full right to consider the Bidder's bid non-uniform and void and award the contract to another bidder without the City incurring any liability to the rejected bidder.

10.2 In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements and alternates (if any) if requested in the bid forms and any other consideration the City deems pertinent. The City may accept alternates in any order or combination.

10.3 The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.

10.4 The City may conduct such investigations as it deems necessary to assist in the evaluations of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract documents to the City's satisfaction within the prescribed time.

10.5 The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

10.6 If the Contract is to be awarded, it will be awarded to the bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the City.

10.7 If the Contract is to be awarded, the City will give the successful bidder a **notice of award within SIXTY (60) days** after the day of the bid opening.

10.8 Award will be based primarily upon the total bid sum of all line items, or on the total bid sum of the line items in each separately awardable Division, if any. Individual line item prices will not be compared.

CONFORMITY TO PLANS AND CONTRACT DOCUMENTS

11.1 Bids must be made in full conformity to all the conditions set forth in the Instructions to Bidders, the Agreement, and the requirements of the plans and specifications.

INTERPRETATION OF CONTRACT DOCUMENTS

12.1 Neither the City nor its Architect/Engineer will give verbal answers to any inquiries regarding the meaning of drawings and specifications, or verbal instructions prior to the award of the Contract. Any verbal statement regarding same by any persons associated with the City or its Architect/Engineer, prior to award, shall be unauthoritative.

12.2 Any explanation desired by bidders must be requested of the Architect/Engineer in writing **not less than ten (10) days** prior to the bid date. If an explanation is necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each prospective bidder who has received a set of the contract documents and to such other interested parties as requested by them.

12.3 All addenda issued to bidders prior to date of receipt of bids shall become a part of the contract documents and all bids are to include the work therein described. Each proposal submitted shall list all addenda by numbers assigned by the City and received by the Bidders prior to the time scheduled for receipt of bids.

EXECUTION OF CONTRACT

13.1 The bidder to whom the work is awarded will be required to execute the Contract Agreement in the form(s) attached and to furnish bonds and insurance as hereinafter specified, **within ten (10) days after the Notice of Award**. Failure to abide by this condition shall be cause for the City to invoke these remedies set forth in Section 5.9 herein.

BONDS AND INSURANCE

14.1 The successful bidder will be required to execute a bond to the City of Howell, Michigan, with surety acceptable to the City, or an irrevocable letter of credit from an issuer acceptable to the City, to be in the amount of **one hundred percent (100%)** of the full estimated contract price and to be conditioned for the faithful fulfillment of the Contract and to include the protection of the City, the Architect/Engineer, individual property owners/residents within the limits of work from and against all liens, claims and damages of every description arising out of the work, and to be conditioned for the payment of all labor, subcontractors, supplies, equipment and materials used in the work.

14.2 Workmen's compensation insurance, no fault vehicle public liability, bodily injury and property damage, and public liability and property damage insurance in the amounts specified must be carried by the Contractor who undertakes the work of this Contract, with certificate of insurance thereof delivered to the City and the Architect/Engineer. Reference is made to the General Conditions: Insurance and Bonds section for specific insurance requirements.

14.3 The successful bidder shall, prior to the time of signing the contract documents, provide the City Clerk with certificates of insurance naming, at a minimum, the **City of Howell** as **ADDITIONAL INSUREDS**, separately, in such form as is satisfactory to the City and the Architect/Engineer, in amounts as specified in the General Conditions: Insurance and Bonds section.

Exact insurance requirements and others to be named as additional insureds, if any, will be delineated in the General Conditions.

INCORPORATION IN CONTRACT

15.1 These, instructions to bidders as well as all specifications and attachments in this document and any addenda issued before the Contract is signed as well as any changes to the Contract agreed upon after it is signed are incorporated in the Contract and made a part thereof.

SEQUENCE OF CONSTRUCTION

16.1 The successful bidder shall be expected to arrange its work so that at no time will it cause unnecessary interruption to the operation of existing services. To this end, the bidder shall prepare and submit to the Owner for approval, a complete detailed working schedule setting forth the sequence of operations he proposes to follow. This schedule shall be **submitted within ten (10) days of Notice of Award**. An outline of the suggested sequence of construction for each proposed division is presented as information to the Bidders, as follows:

- Phase 1: New Locker Room, Men's Room, and Lunch Room
- Phase 2: Demolition and reconfiguration of existing offices
- Phase 3: Ceiling grid painting and floor coating.

BID BOND

TO BIDDER: You must complete the following bid bond form through your insurance company or

Check the box and attach a commercial form bid bond with power of attorney.

Know all men by these presents, that we, the undersigned,
_____ as
principal, and _____ as
surety, are hereby held and firmly bound unto
_____ as owner in the penal sum of
_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this ____ day of _____, 200__ .

The condition of the above obligation is such that whereas the principal has submitted to
_____ a certain bid, attached hereto
and hereby made a part hereof to enter into a contract in writing for the

_____.

Now, therefore,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid)

and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by acceptance of said bid,

then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and said surety does hereby waive notice of any such extension.

In witness whereof, the principal and the surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL (L.S.)

SURETY

BY: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current Circular 570 (as amended) and be authorized to transact business in Michigan, and approved by the Michigan Department of Commerce.

A certified copy of the power of attorney is required to be attached to the bid bond when an attorney-in-fact signs for the surety.

PROPOSAL FORM
CITY OF HOWELL, MICHIGAN

To: City Council, Howell, Michigan

The undersigned has examined the plans, Instructions to Bidders, Agreements, Specifications and location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance, and understands that the quantities shown are approximate only and are subject to increase or decrease and hereby proposes to furnish all labor, material, equipment, tools and building appliances necessary for the satisfactory and complete work and construction for which proposals are solicited by the City, in full accordance with and conformity to the plans and specifications entitled:

CITY OF HOWELL, MICHIGAN
DEPARTMENT OF PUBLIC WORKS OFFICE RENOVATION
CONTRACT 17-DPW-4

as prepared by Lindhout Associates Architects aia pc, including Addenda Nos. ____, ____, ____, and _____. Bidder agrees to perform all of the work described in the Specifications and shown on the Drawings for the following unit prices:

TOTAL CONTRACT BASE BID: \$ _____

The undersigned agrees that, if his Proposal is accepted by the City of Howell, he will within ten (10) days, (Sundays and legal holidays excepted) after receiving notice of such acceptance enter into the attached Form of Contract to do the work specified at the prices named in the Proposal; and he further agrees that he will commence work immediately and prosecute it faithfully to substantial completion by _____, including final clean-up.

In submitting this bid, it is understood by the undersigned that the right is reserved by the City of Howell to accept any bid, to reject any or all bids, and to waive any irregularities or informalities in bidding in the best interest of the City. Accompanying this proposal is a (Bid Bond) (Certified Check) in the amount of \$ _____ dollars, which is not less than five percent (5%) of the total amount of the base bid submitted.

If the undersigned shall fail to execute the Contract Agreement or furnish the bonds and insurance required within the 10 day time limit, or fail to fulfill the agreements concerning the proposed work, it is agreed that the City may, at its option, determine that the undersigned has abandoned his interests in the proposed Contract and that the bid security accompanying this proposal may be

retained by the City as liquidated damages and not as a penalty, but otherwise the bid security shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance.

Dated and Signed at _____ this
_____ day of _____, 2017

Name of Bidder: _____

By: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____