

City of Grant Michigan
INSTRUCTIONS TO BIDDERS
2021 Street Improvements Rebid

1. Proposals

Proposals must be made upon the forms provided 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 specific 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 Manager, City of Grant, 280 S Maple St., PO Box 435, Grant MI 49327, 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 Grant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, 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. No local preference shall be given on this project. 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. Proposal Results

All proposals submitted in response to this invitation shall become the property of the City of Grant and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

5. Anti-Collusion

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

6. 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 or 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.

7. Bid Deposits

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Grant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein.

The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within seven (7) days after opening of bids. The bid deposit of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

8. Liquidated Damages

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in Section 108.10 B and C of the 2012 MDOT Standard Specifications for Construction for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

9. Bonds

The successful Bidder will be required to furnish surety company bonds as follows:

- a. A bond in the sum of 100% of the Contract Price running to the City of Grant Michigan to insure completion of the entire work according to proposal and contract.
- b. A Bond in the amount of 100% of the Contract Price running to the City of Grant Michigan for the protection of subcontractors, labor and material men, according to the statues of the State of Michigan in effect at that time.

10. Insurance

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this project, in accordance with applicable laws.

The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$250,000 per person, \$500,000 per accident, \$250,000 per occurrence of property damage. Blanket contractor and completed operations coverage shall be included with the same minimums.

The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Grant as an additional insured.

The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.

Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.

Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

11. Permits and Local Codes

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

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

12. Qualifications of Bidders

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder.

13. Interpretations and Addenda

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. Addendum will be on file and available in the City Office. In addition, and to the extent possible, copies will be mailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes and addenda issued.

Alternative proposals that are suggested by bidders will be given consideration, if presented before bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

14. 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 a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

15. Execution of Contract

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

16. Bidder Responsibility for Conditions of Work and Site

The Bidder, or his/her representative, shall make personal investigation of the site or 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.

17. 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 specified in Section 103 of the 2003 MDOT Standard Specifications for Construction.

18. Tax Exempt

The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6007221). All prices must be net, exclusive of taxes.