



**BATH CHARTER TOWNSHIP DDA (CLINTON COUNTY, MICHIGAN)
INSTRUCTIONS TO BIDDERS
James Couzens Memorial Park Cupola Project**

PROJECT

- A. In accordance with these instructions, the bidder is requested to submit a BID PROPOSAL FORM as indicated in Bidding Documents section.
- B. Each bidder is referred to the ADVERTISEMENT FOR BIDS for this project, which includes instructions and requirements for bidders in addition to those included in this section.

CONTRACT

- A. The DDA will enter into a single lump sum contract with the selected bidder.

SUBMISSION OF BIDS

- A. Place for Receiving Bids
 - 1. In accordance with the information provided in the ADVERTISEMENT FOR BIDS.
- B. Date for Receiving Bids
 - 1. In accordance with the information provided in the ADVERTISEMENT FOR BIDS.

BIDDING DOCUMENTS

- A. Bidding Documents which will be issued for the use of bidders and upon which all proposals are to be based, consist of those listed in these specifications. Documents consist of:
 - 1. ADVERTISEMENT FOR BIDS.
 - 2. INSTRUCTIONS TO BIDDERS (and any Addenda).
 - 3. BID PROPOSAL FORM.
 - 4. ADDITIONAL SPECIFICATIONS.
- B. In the event that additional documents are required to explain revisions which are made during the bidding period or to give additional information to the bidders, the DDA will prepare such documents in the form of an addendum with accompanying plans, if required, and will send copies of the same to all bidders, prior to the date for receipt of proposals. All proposals are to include the work described and indicated on such additional documents.
- C. Interpretation or Correction of Bidding Documents
 - 1. Bidders shall promptly notify the owner of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents or of the site and local conditions of the work.
 - 2. Any interpretation, correction or change of the documents will be made by the owner by Addendum. Interpretations, corrections or changes of the bidding



documents made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections and changes.

3. All questions or inquiry relative to this project shall be directed to Brian Shorkey, Planning Director of Bath Charter Township at (517) 641-5166 or bshorkey@bathtownship.us.

QUALIFICATION OF BIDDER

- A. To demonstrate qualification for performing the work of this contract, each bidder is required to submit written evidence of
 1. Previous experience.
 2. Three references with contact information.
 3. Copy of license(s) to perform work in the State of Michigan.

BIDDER REPRESENTATIONS

- A. Each bidder, by making a bid represents that:
 1. Bidder has read, understands, and makes bid in accordance with all of the Bidding Documents.
 2. Bidder has visited the site, has become familiarized with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed Bidding Documents.
 - i. Bid is based upon the labor, materials, systems, equipment, and related services required by the Bidding Documents without exception.
 - ii. No allowances or extra consideration on behalf of any bidder will be permitted subsequently by reason of error or oversight on the part of the contractor, or on account of interferences by the activities of the owner.
 3. Bidder understands time is of the essence and confirms that the project time limits are a reasonable period for performing and completing the work.

BIDDING PROCEDURES

- A. Form of Bids
 1. BID PROPOSAL FORM is furnished within INSTRUCTIONS TO BIDDERS.
- B. Bid Security
 1. No bid security is required for this bid.
- C. Modification or Withdrawal of Bid
 1. A bid may not be modified, withdrawn or cancelled by any bidder after the time and date designated for the receipt of bids, and bidder so agrees in submitting a bid.
 2. Bidder may withdraw his proposal at any time prior to the time set for opening of proposals.

CONSIDERATION OF BIDS

- A. Opening of Bids



1. The properly identified bids received on time will be opened and read publicly as stated in the ADVERTISEMENT FOR BIDS.
- B. Meeting Attendance
1. The DDA's approval of the bid shall be contingent upon the approval from Bath Schools and the Bath Charter Township Board of Trustees. The successful bidder shall be required to attend the appropriate School Board and Board of Trustee meeting. Work cannot begin until the bid is approved by Bath School and the Bath Charter Township Board of Trustees.
- C. Acceptance of Bid (Award)
1. Bath Charter Township DDA reserves the right to accept any bid, reject any or all bids, to waive informalities and make the award in any manner deemed in the best interest of Bath Charter Township DDA.
- D. Notice of Award
1. The contract shall be deemed as having been awarded when formal notice of acceptance of the bid has been duly served upon the intended awardee by an officer or agent of the owner authorized to give such notice. The contract date shall be the date of this notice of acceptance.
 2. The bidder to whom the contract is awarded (further known as General Contractor, or GC) by the DDA shall, within five (5) business days after notice of award and/or receipt of agreement forms from the owner, sign and deliver to the owner all required copies.
- E. Time of Starting and Completion
1. The GC shall furnish proof of insurance prior to commencing work on the project.
 2. Work on the project can begin on or after contract is awarded and accepted, and after all other requirements have been met.
 - i. If the GC begins work on the project prior to Bath Days 2019, which will take place on August 2-3, 2019, the work must be completed by July 26, 2019.
 - ii. If the GC begins work on the project after Bath Days 2017, the work can begin no sooner than August 6, 2019 and must be completed by December 31, 2019.
 3. The GC agrees to fully complete the total project by December 31, 2019.
 4. Lead time of products shall be taken into account for project duration.
 5. The GC is responsible for all costs incurred due to winter conditions.
- F. Work Week
1. The GC shall be required to establish the work week and hours of work as required to properly manage the project, maintain the progress schedule, and complete the work within the time stated in the contract.
 - i. The GC shall provide and pay for any overtime necessary to complete his work within the agreed time, with no change in the contract sum or additional costs to the owner.
 - ii. Work can take place each day from 7:00 a.m. until 10:00 p.m.



- a. Bath United Methodist Church is located near the project site. GC shall schedule work so as to not disturb Church services.

PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND

- A. Performance bond and labor and materials bonds may be required.
 1. The owner is asking for the cost of providing the bonds appear on a separate line item as an alternate price.
- B. Time of Delivery and Form of Bonds
 1. If required, the GC shall furnish bonds executed, with the amount shown for each part equal to 100 percent of the total amount payable by the terms in the contract. Premiums for such bonds shall be included in the Alternate Prices section of the BID PROPOSAL FORM.
 2. If required, the GC shall deliver the bonds to the owner no later than the date of execution of the contract, or if the work is commenced prior thereto in response to a notice of award, the GC shall, prior to commencement of the work, submit evidence satisfactory to the owner that such bonds will be issued.

INSURANCE

- A. Unless otherwise specified, the GC shall, before commencing work, procure and thereafter maintain policies of insurance satisfactory to the owner in the following minimum amounts.
 1. The required insurance certificates will name Bath Charter Township, along with all other representative officer's agents and employees as additional insured for the auto liability and general liability on a primary and non-contributory basis for ongoing and completed operation. A waiver of subrogation applies in favor of Bath Charter Township for the general liability, auto liability and workers compensation. Umbrella is follow form. A 30 day notice of cancellation or change in coverage will be provided to Bath Charter Township. Insurance should be placed with a company with an A.M Best rating of A- or better.
 2. Commercial General Liability Insurance
 - i. \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
 - ii. \$2,000,000 General Aggregate per Project
 - iii. \$2,000,000 Products & Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury Limit
 3. Business or Commercial Automobile Liability Insurance
 - i. \$1,000,000 combined single limit per accident
 4. Worker's Compensation and Employers' Liability Insurance
 - i. \$100,000 Each Accident
 - ii. \$100,000 Each Employee for Injury by Disease
 - iii. \$500,000 Aggregate for Injury by Disease
 5. Excess or Umbrella Liability
 - i. \$1,000,000 occurrence/aggregate



PERMITS & INSPECTIONS

- A. The GC will be required to obtain applicable building permits for the work of this project.
 1. There will be NO cost for the permits obtained from the Building & Zoning Department at Bath Charter Township because the work is being performed on behalf of the owner, Bath Charter Township.
 2. The GC will be required to arrange for inspections for permits.

SEQUENCE OF OPERATIONS & PRE-CONSTRUCTION CONFERENCE

- A. The GC shall submit a preliminary work schedule including a schedule of values allocated to various portions of the work.
- B. Prior to scheduled commencement of project work, the GC, and other representatives designated by the owner may have a pre-construction meeting.
 1. The meeting will serve to review requirements, status of coordinating work, availability of equipment and materials, installation procedures, installation schedule and other considerations necessary to the project.

PROTECTION

- A. The GC shall do everything possible to protect the workers and the premises from injury or damage.
- B. The GC shall properly protect existing building and grounds areas, and replace or repair all parts of same which become damaged or defaced during or as a result of construction operations.
 1. Repairing of damaged parts shall be done in accordance with all local codes and the owner as conditions require.
 2. James Couzens Memorial Park is the site of the Bath School Disaster, the Bath School Disaster Memorial and State Historical Marker.
 - i. Specific care shall be taken to minimize soil disturbance and damage from construction, driving and parking.
 - ii. Any excavation or other earth moving activity by the GC or a subcontractor that uncovers a historical or archaeological artifact shall be immediately reported to the Township. Construction shall be halted pending the notification process and further directions issued by the Township.
 - iii. Any excavation or other earth moving activity by the GC or a subcontractor that uncovers human remains or other items shall be immediately reported to the Township. Construction shall be halted pending the notification process and further directions issued by the Township.
 3. Best construction management practices should be in place to ensure the safety of workers, visitors to the park, students and residents during the project.
 - i. Fencing of construction and staging areas, recognized safety practices for the utilization of heavy equipment, and the movement of construction materials shall be implemented to avoid accidents.



- ii. The GC shall provide and maintain traffic control measures as needed to complete the project.
 - a. The GC shall not close any streets, or use streets to detour traffic without obtaining written approval from the Clinton County Road Commission.
- iii. The GC shall remove all protection and guards when work is completed.

WASTE REMOVAL AND DISPOSAL

- A. The GC shall keep the premises free from accumulation of waste material and rubbish.
 1. At completion of the work, the GC shall remove from the premises all rubbish, implements, and surplus material, and leave the new facility broom clean.
- B. The GC is responsible for removal and disposal of all waste materials to local requirements.
 1. The GC will not be allowed to dispose of waste materials in any dumpsters owned by Bath Charter Township or Bath Public Schools.

PAYMENTS

- A. The GC shall make progress payment requests approximately every two weeks.
 1. Progress payment requests will be based on the work completed at that date.
 2. Within seven days of a progress payment, the GC and its subcontracts shall supply signed lien waivers.
- B. Prior to final payment, an inspection of the property will be made by the GC, Township, and the DDA, and a punch list of items to be completed shall be prepared.
 1. An amount to be determined by the GC and the owner which represents the estimated costs of completing the punch list items shall be withheld from the final payment and held in escrow pending completion of the punch list items.
 2. Prior to the final payment and as a condition thereof, the GC shall coordinate inspection services during and upon completion of the project.

EQUIPMENT & WARRANTY

- A. Unless otherwise specified, all materials and equipment shall be new and of good quality.
- B. The GC will comply with manufacturer's instructions and recommendations for installations, unless more stringent requirements are specified.
- C. The work will carry a one year limited Builder's Warranty against abnormal defects caused by faulty workmanship or defective material due to noncompliance with accepted quality standards of the industry.
 1. The period of warranty shall be counted from date of completion.
- D. Also during the first two years, the GC warrants the wiring, piping, and ductwork for plumbing, heating, cooling, and electrical systems (exclusive of appliances, fixtures, and equipment) of the work against construction defects in accordance with compliance to quality standards of the industry.
 1. In no way shall Builder's Warranty supersede or negate Manufacturer's Warranty on any items.



- E. Where a separate contract exists between the owner and a particular subcontractor, for any phase of construction, the GC has no responsibility for warranty enforcement.

GENERAL NOTES

- A. The GC is obligated to verify and/or establish all dimensions, elevations and conditions at the project site. If the existing conditions do not permit the installation of the work in accordance with the plans, the GC shall notify the owner immediately and provide information of existing conditions.
- B. This project is designed to be in accordance with the Americans with Disabilities Act (ADA), for new work. This project shall follow all applicable building codes.