
INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS:

The Southern Clinton County Municipal Utilities Authority, SCCMUA, invites Bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received at the office of the **SCCMUA, 3571 W. Herbison Rd, Dewitt, MI 48820** until the time and date stated in the "Advertisement for Bids." The envelopes containing the Bids must be sealed, addressed to **the Brad Gurski, Director of Operation**, and marked on the outside of the envelope with the name of the Project for which the bid is submitted. Bids will be opened and read aloud at the stated time. The published Invitation for Bids or Advertisement for the proposed work contains information for Bidders. A copy of the Advertisement is to be considered a part of the "Instructions to Bidders" as fully as if repeated herein.

B. PREPARATION OF THE PROPOSAL:

All Proposals must be prepared and signed by the Bidder in the form attached hereto and submitted in its entirety with no modifications or changes except as authorized and without removal from the bound documents. All blank spaces for the Bid prices must be plainly written in legible figures. Illegibility of any figure in the Proposal may be sufficient cause for rejection of the Proposal by the Authority.

The Contractor shall include and be deemed to have included in his bid and contract price all Michigan Sales and Use Taxes currently imposed by Legislative enactment.

If a unit price or a lump sum Bid already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump Bid entered above or below it, and initialed by the Bidder with ink.

The Proposals received will be compared on the basis of summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices Bid. In the case of discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of items at the unit prices, the unit prices in the Proposal shall govern and any errors found in said products, and in the addition, will be corrected.

The Authority may consider informal any Bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all Bids. No unsolicited alternates will be considered.

C. BASIS OF THE PROPOSAL:

Proposals are solicited on the basis of unit prices for each type of work and lump sums for special structures and unit prices for contingent items of additional work all as set forth in the form of Proposal. Proposals will be compared on the basis of the quantities stated therein and the prices offered for each item.

Alternates may have been included in the Proposal for the offering of prices for certain combinations of the various sections of the work. Prices must be offered for any or all alternates.

D. ESTIMATE OF QUANTITIES:

The estimated quantities for the several scheduled items of work involved in the prosecution of this Contract are as set forth in as much detail as is practicable on the proposal, and are to be used for comparison of the proposals received. The actual quantities may be greater or less. The Authority reserves the right to increase or decrease any or all of them, and the contractor shall be paid for the

actual amount of work completed and accepted by the Authority at the prices stated in the proposal. The method of payment for the various items shall be described in the specifications.

E. PRICE BID:

The prices shall cover costs of any nature, incidental to and growing out of the work, in explanation but not in limitation thereof, the prices stated in the proposal by the bidder shall include the cost of everything necessary for the performance and completion of this contract in the manner and time prescribed, including the furnishing of all material, tools, equipment, transportation, labor, supervision, all costs on account of loss by damage or destruction of the work and unforeseen difficulties encountered, for settlement of damages, of replacement of defective work and materials, and for all else necessary thereof and incidental thereto.

F. BID SECURITY:

Each proposal shall be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, Payable to **Southern Clinton County Municipal Utility Authority** in the amount of Five Percent (5%) of the amount of the Proposal, to be forfeited to said Authority in case of failure on the part of the successful bidder to enter into the attached form of agreement to do the work covered by such proposal at the price and within the time stated herein. The bid deposit of the three lowest acceptable bidders will be returned within forty-eight (48) hours after the Authority has finally approved the executed contract. The bid deposit of the other bidders shall be returned within five (5) working days after the bids are opened.

G. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT:

The Contract shall be deemed as having been awarded when the Owner upon the Bidder shall have duly served formal notice of award.

The Bidder to whom the Contract shall have been awarded will be required to execute at least five (5) copies of the Contract in the form attached hereto and to furnish surety and insurance certificates, all as required. In case of his refusal or failure to do so within ten (10) days after award, he will be considered to have abandoned all his rights and interests in the award, and his Bid deposit may be declared forfeited to the Authority as liquidated damages and the award may then be made to the next best qualified Bidder or the work readvertised as the Authority may elect.

H. WITHDRAWING PROPOSAL:

A proposal, after being submitted, may be withdrawn when request therefore is made in writing by the bidder before the time designated in the "Advertisement for Bids." No proposal may be withdrawn after the time designated in the "Advertisement for Bids."

I. NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER:

All proposals must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership or individual, shall also be stated in the proposal.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership Bidder shall give all the names of the partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with his proposal legal evidence of this authority to do so.

J. POWER OF ATTORNEY:

Attorneys-in-fact who sign proposals, bonds or Contracts must file with each a certified effectively dated copy of their power of attorney.

K. SECURITY FOR FAITHFUL PERFORMANCE:

The successful Contractor shall provide liability insurance and bonds in an amount specified below pursuant to and in accordance with MCL (§ 5.2321(1)) et seq. The Contractor shall provide satisfactory evidence that the corporate surety and the insurer are licensed and/or approved to conduct business in the State of Michigan. Such evidence shall include a certified copy of the Certificate of Authority issued by the Insurer Licensing Division of the Insurance Bureau:

- 1) The Contractor shall furnish a surety bond in an amount at least equal to 100% of the Contract price as security for faithful performance of this Contract.
- 2) The Contractor shall also furnish a separate surety bond in an amount at least equal to 100% of the Contract price as security for payment of all persons performing labor, furnishing materials and equipment rental in connection with this Contract.
- 3) The Contractor shall furnish a two-year maintenance and guarantee bond in an amount at least equal to 100% of the Contract price.

The Contractor shall pay the premium for the three bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bonds.

The form of the bonds shall be as appended herewith.

L. ADDENDA AND EXPLANATIONS:

No verbal answers to inquiries regarding the meaning of the Drawings or Specifications or verbal instructions previous to the award of the Contract will be given. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative.

Explanations desired by Bidders shall be requested of the Engineers in writing, and if explanations are necessary, a reply will be made in the form of an Addendum, a copy of which will be uploaded to the Michigan Inter-Governmental Trade Network (**MITN**) website where notification will be emailed to all active participants for this specific job type. Every request for such explanation shall be emailed to Todd Sneathen, Hubbell, Roth and Clark, Inc., tsneathen@hrcengr.com.

Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the Specification, and all Proposals shall include the work described in the Addenda.

No inquiry received within five (5) days of the date fixed for the opening of Bids will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be uploaded to the **MITA** website where notification will be emailed to all active participants for this specific job type, not later than three days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum shall not relieve such Bidder from any obligation under his Bid as submitted.

M. CONSTRUCTION CONDITIONS:

Each Bidder shall visit the various sites of work and fully acquaint himself with conditions relating to construction and restrictions pertaining to the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Drawings and Specifications.

It is also expected that the Bidder will obtain information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect this work.

The Bidder shall report any apparent omissions, errors or discrepancies in plans or specifications to the Engineer in ample time before date of letting.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve himself from any obligation with respect to his Bid or to the contract.

Soil Conditions: Included in the Bid Documents is a copy of Public Act 57 for the Contractors information. Borings have been made by the Authority if they are indicated on the plans or there is a Soils Report with Boring Logs included in the specifications. This information is given to Contractors as an aid in the determination of the character of the soil. The Authority does not guarantee, however, that the ground encountered during construction will conform with these borings and the bidders should secure such other information as they consider necessary to check and supplement the above data.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

All materials and workmanship shall meet the Owner's specifications and standard details where and when applicable.

All work shall conform with the "Michigan Department of Transportation 2012 Standard Specifications for Construction and the Michigan Manual of Uniform Traffic Control Devices Current Edition."

N. LOCATION OF CONTRACTOR'S YARD:

Contractor shall provide his own site for a yard used for storage of equipment and materials for this project. Authority owned land will not be available for that purpose.

O. ROUTES TO BE FOLLOWED:

Material supply and batch trucks, as well as other equipment, shall travel on streets designated by the as truck routes.

P. COMPETENCY OF THE BIDDER:

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a responsible Bidder. The Owner reserves the right to determine the responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

Bidders must have at least three (3) years experience in the scope of the work described herein these contract documents in order to be considered a qualified bidder.

The Owner will require certified supporting data regarding the qualifications of the Bidder in order to determine whether he be a responsible Bidder, the Bidder will be required to furnish the following information sworn to under oath by him:

- 1) The Bidder's performance record with listing of work of a similar character and proportions which he has constructed, giving the name of the Owner, date built, and construction cost.
- 2) A tabulation of other work now under Contract, giving the location, type, size, required date of completion and the percentage of completion to date of each job.
- 3) An itemized list of Bidder's equipment available for use on the proposed Contract.
- 4) A listing of the major parts of the work which are proposed to be sublet along with a complete list and references of all subcontractors and sub-subcontractors.
- 5) The experience of the Bidder's key personnel and the name and title of the person(s) who would supervise the work and make "on the job" decisions during construction.
- 6) The Bidder's certified financial statement, dated within sixty (60) days prior to the opening of Bids. The Owner may require that any items of such statements be further verified.
- 7) Evidence that the Bidder is licensed to do business in the State of Michigan, in case of a corporation organized under the laws of any other State.
- 8) A construction schedule for that portion of the Contract for which he is under consideration for award based on starting construction within ten (10) days after receiving "Notification to Proceed."
- 9) Such additional information as will satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.

The Owner may make such additional investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Q. DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his Bid or Bids:

- 1) Evidence of collusion among Bidders.
- 2) Lack of competency as revealed by either financial experience or plant equipment statement as submitted or debarred, suspended, or proposed for debarment by any Federal, State or Local agency.
- 3) Lack of responsibility as shown by past work, judged from the standpoint of workmanship and progress.
- 4) Uncompleted work under other Contracts, which, in the judgement of the said Owner, might hinder or prevent the prompt completion of additional work, if awarded.
- 5) Being in arrears on existing Contracts, in litigation with the Owner, or having defaulted on a previous Contract.

R. SUBCONTRACT PROVISIONS

The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the Owner. Approval of an Subcontractor or sub-subcontractors will not be given unless and until it is determined by the Owner that he is qualified to bid on the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the Owner.

The Contractor shall abide by the provisions set for therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

S. AVAILABILITY OF MATERIALS:

The Authority reserves the right to withhold awarding of the contract to the lowest responsible bidder for a reasonable period of time so that the successful bidder can furnish certifications and other proof that he has made arrangements to obtain the necessary materials and that these will be available to him in sufficient quantities so that the work can be carried on and completed within the specified time limit.

T. ORDER OF WORK:

The right to prescribe the order in which the work called for under this contract is to be done will be retained by the Authority.

U. METHOD OF AWARD:

The Authority reserves the right to award the Contract(s) based on lowest overall base bid on both contracts, lowest base bid on each project or in any combination of lowest base bid plus alternates submitted by a responsible bidder that does not exceed the amount of funds then estimated by the Authority as available to finance the Contract.

The Authority reserves the right to accept any Proposal, to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineation of the Contract documents and of the Form of Proposal shall render the accompanying Proposal irregular and subject to rejection by the Owner.