

DOCUMENT 00100 INSTRUCTIONS TO BIDDERS

PROJECT: Grandville Public Schools
Middle School Site Work
Grandville, Michigan

OWNER: Grandville Public Schools
3839 Prairie Street SW
Grandville, MI 49418

Description:

The Owner will receive sealed proposals for the construction of the Middle School Site Work at the Grandville Middle School. Site work will include clearing, removal of top soil, removal of existing pavement sections, removal of curb and gutter, removal of pavement markings and installing pavement, sand subbase, curb and gutter, sidewalk, signage and lighting. The contractor is responsible for overall project scheduling and coordination.

BID DATE: June 23, 2009

BID TIME: 10:00 a.m., local time

LOCATION: Grandville Public Schools - Administration Building

Bidding documents consisting of plans, specifications, instructions, and forms may be obtained from the Architect:

Progressive AE
1811 4 Mile Road, NE
Grand Rapids, MI 49525-2442
616/361-2664 (Telephone)
616/447-3367 (Plan Room Hotline)
616/361-1493 (Fax)

PREBID CONFERENCE

A prebid meeting will be held for this project.

MEETING DATE: June 17, 2009

MEETING TIME: 10:00 a.m., local time

LOCATION: Grandville Middle School - 3535 Wilson Avenue SW

INSPECTION OF PREMISES

Site is located at 3535 Wilson Avenue SW, Grandville, MI, and available for inspection. Contact on site is Arlyn Cribley at 616/25406534.

BIDDERS' QUALIFICATIONS

1. Contractors submitting proposals for this project shall have qualifications as follows:
 - A. Shall be reputable, recognized organization, with at least 5 years' successful experience on work of this type, of equal or better complexity than this project.
 - B. Shall have a license where required by public authorities.
 - C. Shall have ample financial resources for work of this magnitude.

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- D. Shall submit, if requested, evidence, in affidavit form, of experience, financial resources, work now in hand, organization, and integrity.
2. The Owner and the Architect/Engineer reserve the right to be the sole judges of the bidders' qualifications and may reject any proposals when not satisfied with the bidders' qualifications.

BIDDING PROCEDURES

1. Preparation of Bid
 - A. All bids must be made separately on the required Bid Form furnished with the bidding documents.
 - B. All blank spaces for bid prices must be printed in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. In the event of a discrepancy between the prices quoted in the Bid Form, the written words shall take precedence over written figures.
 - C. 2 copies of the Bid Form are required.
 - D. All signatures required on the Bid Form must be witnessed.

2. Submission of Bids
 - A. Bids will be received until the time and date at the location noted above.
 - B. Each bid must be submitted in duplicate, in a sealed envelope, bearing the following information clearly marked on the outside:

(The Contractor is to fill in.)

Sealed Bid For: _____

Do Not Open Until: _____

On: _____

The envelope shall also bear, on the outside, the name of the bidder, his/her address, and his/her license number, if applicable.

- C. No bids transmitted by fax, telephone, or telegraph will be accepted.
3. Acknowledgment of Addenda
 - A. Bidders shall acknowledge all addenda received in the spaces provided on the proposal form and shall incorporate related costs into the proposal sum(s).
4. Proposal Supplements
 - A. Submit 1 copy of each proposal supplement provided with the bidding documents, completely filled in on the forms provided, to the Architect/Engineer. Proposal supplements shall be due by 10 a.m. of the first business day following receipt of bids. Failure to submit proposal supplements may be considered basis for rejection of bids. Proposal supplements may be faxed to the Architect/Engineer at 616/361-1493.
5. Bid Opening
 - A. Bids will be publicly opened and read aloud at the time, date, and location noted above.
6. Status of Bidders
 - A. Proprietors submitting bids shall indicate their status as proprietors.
 - B. Bidders submitting bids for partnerships shall indicate their status as partners and shall submit, with their bids, a certified copy of the power of attorney authorizing the executor of the bid to bind the partnership.
 - C. Bidders submitting bids for corporations shall indicate their status as corporations and shall submit, with their bids, a certified copy of the board of directors' authorization for the bidder to bind the corporation and shall affix the corporate seal on the bid.
 - D. Bidders shall include, with their bids, the following:
 - 1) Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.

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- 2) Name of county or state where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in the State of Michigan at the time of executing the contract.
 - 3) If a bid is submitted by a general partnership, either all of the partners must sign the bid or, there be submitted with the bid a partnership resolution, signed by all of the partners, other appropriate document, again signed by all of the partners, authorizing one or more of the partners to sign the bid.
 - 4) If the bid is submitted by a limited partnership, the partnership agreement will need to be submitted in order to determine the person(s) who can act for the partnership.
7. Proposal Security
- A. Each bid shall be accompanied by good and sufficient proposal security in the form of a Bid Bond, a certified check, a cashier's check, or a money order (no currency) for an amount not less than 5 percent of the amount of the proposal and shall be conditioned to secure the Owner from loss or damage by reason of the withdrawal of the proposal or by failure of a bidder to enter a contract for performance of the work in case his/her proposal is accepted by the Owner.
8. Bidders' Responsibility
- A. Bidders must satisfy themselves of the accuracy of the work items in the contract documents by examination of the site and review of the plans and specifications, including addenda. After proposals have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities or quality of work or of the nature of the work to be done.
 - B. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with all sections of the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his/her proposal.
9. Interpretation of Documents
- A. Should a bidder find omissions or discrepancies in the contract documents, he/she should notify the Engineer at once so that the Engineer may issue an addendum to all bidders.
 - B. In the event of a discrepancy between the drawings and specifications or within themselves, estimate on and furnish the greater quantity or better quality. The prices are to include the furnishing of all materials, equipment, labor, and services necessary and proper for the completion of the work in accordance with the requirements of the contract documents.
 - C. No oral interpretations shall be made to any bidder as to the meaning of any part of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Engineer. No inquiry received within 5 business days of the date fixed for opening of bids will be given consideration.
10. Request for Approved Equal Status
- A. Where items of equipment and/or materials are specifically identified by a manufacturer's name, model, or catalog number, only such specified items may be used in the base bid. Manufacturers desiring approval of products not specified may submit data for Engineer's consideration not less than 7 business days prior to bidding. Contractors will be notified of additional approved manufacturers only by addendum.
11. Withdrawal and Modification of Bids
- A. Any bid may be withdrawn prior to the scheduled time given for the receipt of bids or authorized postponement thereof.
 - B. Modification of bids by telegraph, facsimile, or in writing will be considered if received at the bid opening location prior to the hour set for receiving of bids. An original of the

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modification must be received at the Architect's/Engineer's office by 10 a.m. of the first business day following receipt of bids.

- C. No bidder may withdraw a bid within 60 days after the opening of the bids. Should there be reasons why the contract cannot be awarded within this specified time period, the time of award may be extended by mutual agreement between the Owner and the bidder(s).

AWARD OF CONTRACT

The Owner reserves the right to postpone the date for presentation and opening of bids and will give notice of any such postponement to each prospective bidder. However, it is the intent of the Owner to award the contract(s) as soon as possible after the bid opening and for the Contractor to commence work on the date given in these documents.

1. Determination of Award

- A. The Owner may waive any formalities or minor defects; may reject any and all bids; or may award, to a bidder, regardless of bid amount, when the Owner deems it is in its best interest. Without limiting the generality of the foregoing, any bid that is incomplete, obscure, or irregular may be rejected; bids having erasures or corrections in the price sheet may be rejected; bids that omit a bid on any 1 or more items in the price sheet may be rejected; any bid in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected; or any bid accompanied by insufficient or irregular bid surety may be rejected. A conditional or qualified bid may not be accepted.
- B. The Owner may make such investigations as he/she 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.
- C. Immediately after the opening of bids, bidders, if requested to do so by the Owner, shall furnish the Owner with the following responsibility statement and completed Contract Questionnaire.

The responsibility statement submitted shall be a statement pertaining to the bidders' financial resources, adequacy of plant and equipment, organization, prior experience, and current work under contract. The data submitted will be kept confidential by the Owner and the Engineer and will be used in the determination of bidder responsibility. The responsibility statement shall include:

- 1) Organization: State legal title of organization; business address; and, if a corporation, where incorporated. Give names of principal officers and capitalization, number of and positions held by supervisory employees, and number of employees regularly employed.
- 2) Financial Resources: Furnish complete financial statement.
- 3) Equipment Owned: Give manufacturer's name, description, size or capacity, and age of each piece or article of major equipment.
- 4) Experience Record: Give names of parties and dates for which work has been done, general description of work, and contract price of work performed.
- 5) Current Contracts: List all work presently under contract, parties contracted with, contract date, price of work, estimated completion date, and general description of the contracted project.

2. Acceptance

- A. The acceptance of a bid will be a Notice of Award, signed by a duly authorized representative of the Owner; and no other act by the Owner or his/her agents shall constitute the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to execute the contract. The party to whom the contract is awarded will be

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required to execute the contract and to obtain and provide, to the Owner, proofs of insurance and bonds within 10 calendar days from the date of the Notice of Award. Upon receipt of the proofs of insurance and required bonds, the contract forms will be forwarded for signatures. In case of the failure of the bidder to execute the contract, the Owner may, at his/her option, consider the bidder in default. The rights and obligations provided for in the contract shall become effective upon the parties only with its formal execution by the Owner.

- B. The Owner, within 30 calendar days of receipt of acceptance of Notice of Award, Performance Bond, Payment Bond, and contract signed by the party to whom the contract was awarded, shall sign the contract and return to such party an executed duplicate of the contract. Should the Owner not execute the contract within such period, the bidder may, by written notice, withdraw his/her signed contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

INSTRUCTIONS SUBSEQUENT TO AWARD

1. General

- A. The general documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him/her from fulfilling any of the conditions of the contract.
- B. The Contractor shall comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project.

2. Time for Beginning and Completing the Work

- A. The Owner will approve the project bid on July 8, 2009. The Notice of Award will be issued by July 9, 2009.
- B. The Contractor will start the work on or before July 9, 2009, provided all insurance and bonds have been properly executed, and shall complete the work on or before the date of substantial completion, which shall be as given below.
- C. Time of completion is of the essence. The Contractor must start and complete the project during the School's summer break. All work will start on July 9, 2009, and must be complete by August 21, 2009. Contractor may request to accomplish lawn seeding after this date. If the Contractor does not finish the work within this specified time, the Owner or his/her duly authorized representative is authorized to retain out of the money that may be due or become due, the sum of \$200 for each calendar day by which the contractor shall fail to complete the work, said sum to constitute liquidated damages and not a penalty.

3. Bonds and Insurance

- A. The Owner may elect that the selected Contractor will be required to furnish satisfactory bonds in a form acceptable to the Owner. Contractor shall state, in the appropriate location on the proposal form, the actual cost, as a percentage of the total contract amount, including all assigned contracts, for the following bonds. A Performance Bond, a Payment Bond, and a Labor and Material Bond, each in the amount of 100 percent of the contract price, with a corporate surety authorized to transact business in the State of Michigan, will be required for the faithful performance of the contract. Attorneys-in-fact who sign Bid Bonds, Payment Bonds, Performance Bonds, and Labor and Material Bonds must file, with each bond, a certified and effective dated copy of their power of attorney.
- B. All successful bidders will be required to furnish satisfactory certificates of insurance in the amounts specified in the contract documents. The policy shall name, as the insured, the Owner and the Architect/Engineer as well as the Contractor.

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4. The successful Contractor will be furnished, free of charge, 5 copies of drawings and specifications with amendments. Additional copies will be furnished, at cost, payable to the Architect.