

# VILLAGE OF HILLMAN

## BID PACKAGE FOR THE **PROPOSED GRAVITY SANITARY SEWER**

VILLAGE OF HILLMAN, MONTMORENCY COUNTY

2160 FEET OF NEW 8" SANITARY GRAVITY SEWER WITH EIGHT MANHOLES ALONG STATE STREET FROM M-32, NORTH, AND ALONG LOWELL STREET AND ALONG CONNON ROAD IN THE VILLAGE OF HILLMAN, MONTMORENCY COUNTY

By:

**May** & Associates, Inc.

3197 WEST M-76, SUITE B  
WEST BRANCH, MICHIGAN 48661  
TELEPHONE: (989) 345-1600  
FAX: (989) 345-1100

PROJECT ENGINEER  
JOHN P. MAY, P.S., P.E.

**TABLE OF CONTENTS**

<b><u>Division I</u></b>	<b><u>Page</u></b>
Instructions to Bidders	3-5
Bid Proposal Form	6-9
Sample Request for Payment Form	9-10
Contract Agreement Form	11-13

## INSTRUCTIONS TO BIDDERS

### 1. DESCRIPTION OF WORK

General Scope: Village of Hillman, is proposing to extend gravity sewer to and along Cannon Road and Lowell Street within the Village. This contract is a **lump sum amount** for the installation of Sanitary Sewer to service the proposed area. **THIS CONTRACT IS TO BE BID AND PAID FOR AS A LUMP SUM. THE QUANTITIES LISTED ARE FOR INFORMATIONAL PURPOSES ONLY. THE FINAL QUANTITIES WILL VARY FROM THOSE SHOWN. NO EXTRAS OR ADDITIONAL MONIES SHALL BE PAID UNLESS A SUBSTANTIAL CHANGE IN DESIGN AND PROJECT SCOPE IS MADE AND THE COST IS AGREED UPON IN WRITING BEFORE THE WORK IS PERFORMED.** The work involved is the installation of pipe, manholes, and service leads. The Contractor, will supply all materials, backfill excavations, insure compaction and finish final grades. All excess material will remain the property of Village of Hillman.

Work under consideration for bidding shall be that work as shown on the drawings and described in the specifications for:

SANITARY SEWER EXTENSION ALONG STATE STREET, LOWELL STREET AND CONNON ROAD as prepared by May & Associates, Inc., 3197 W. M-76 STE B, West Branch, Michigan, dated December 1, 2008, revised September 10, 2009

### 2. DRAWINGS & SPECIFICATIONS FOR BIDDING

Each General Contractor desiring to submit a bid will be furnished one set of drawings and specifications without charge. Any General Contractor or sub-contractor desiring additional sets of prints and/or specifications may request same from Village of Hillman; however, the cost of the additional prints shall be paid by the bidder. A complete set of prints & specifications will cost \$15.00, non-refundable. The required material will be mailed upon receipt of cash or a check made payable to Village of Hillman.

### 3. BIDDER'S RESPONSIBILITY

Each bidder is hereby cautioned to familiarize himself/herself with the contract documents contained in these specifications. He/She shall examine the site thoroughly before preparing his/her bid.

### 4. ADDENDA TO DRAWINGS & SPECIFICATIONS

During the progress of bidding, bidders may be furnished certain addenda covering additions, deductions, or alterations to the drawings and/or specifications. Such addenda shall be included in the work covered by the proposal and shall become a part of the contract documents. If a monetary change order is required based on these addenda, the change order shall be submitted to Village of Hillman for approval.

### 5. PRINTED FORMS

The Owner shall furnish to the successful Contractor a sufficient supply of the following forms, as necessary, during the progress of the job. Samples of these forms are included in the specifications:

- a) Request for Payment

6. SUBMISSION OF PROPOSALS

All sealed bids shall be submitted (single copy only) on proposal form furnished by Village of Hillman, identical to the sample form as shown herein. All blanks shall be filled out or the bid will not be accepted.

All bids shall be submitted to:  
Village of Hillman  
24220 Veteranø Memorial Highway  
Hillman, Michigan 49746

**Bids are Due by 3:00pm on Wednesday, October 14, 2009.**

Bids will be publicly opened on October 14, 2009, at 3:00pm at Village of Hillman offices.

The bid shall be based on the items and brands named in these specifications or on the drawings.

The bidder shall include in his proposal, the cost of all state or local sales or use taxes, charges or duties of any nature applicable to the work incorporated under this contract.

7. VILLAGE OF HILLMAN

This organization reserves the unrestricted privilege to reject any, part of any, or all of the bids received and to waive any informalities/irregularities in the bidding. Contracts will be awarded on the basis of the lowest and/or best bid as determined by these parties.

No proposal shall be considered as accepted, nor any obligation here under assumed by the Owner until such time as the Owner may deposit in the U.S. Mail, or hand to the Contractor, personally, written notice addressed to the successful bidder at the address given on the proposal, of acceptance of his/her proposal.

8. CONSTRUCTION PROGRESS SCHEDULE

The successful bidder shall, immediately after award of the contract, furnish Village of Hillman with a construction Progress Schedule that indicates the proposed progress with the total number of days agreeing with the "Time for Completion" days listed in the Bid Form.

The successful bidder shall begin work 10 days after the award of the contract and progress substantially with the "Construction Progress Schedule" and to complete all work within the time shown thereon, unless delayed by jurisdictional or general strikes beyond the control of the Contractor, Act of God or national emergency. This date is subject to change.

9. COLD WEATHER & DEWATERING REQUIREMENTS

Make estimate of the amount of cold weather necessary to complete the work in the time prescribed and the cost thereof shall be included in the contract price. No extra payment will be made for construction or protection in cold weather. Dewatering may be necessary on this project. No extra payment will be made for construction or dewatering.

10. ACCELERATED CONSTRUCTION SCHEDULE & PLANNING

The completion of this project in a timely manner is very important to Village of Hillman. Due to the type of facility, the **Contractor shall work only between the hours of 7am and 8pm, Monday through Saturday**. Bidder shall thoroughly investigate all possible methods of scheduling and employing work forces to achieve the earliest completion date. The early completion is of such importance that the Village of Hillman, in selecting the successful bidder, will base his decision not only on the lowest bid but also on the completion date and may award the contract to the bidder whose bid, in dollar amount and number of construction days, is to his overall advantage.

11. TIME FOR COMPLETION

The Base Bid will be for the completion of the work not to exceed 60 calendar days.

Completion of the work (as defined above) within the specified time period is of the essence of this Agreement. It is agreed that determination of actual damages to Village of Hillman, in the event the Contractor has not completed said work within said period would be impractical and difficult, if not impossible. Therefore, Village of Hillman shall deduct Four Hundred Dollars (\$400.00) per day from the contract sum, as liquidated damages and not as a penalty, for each calendar day Contractor is late in completing the work including the punch list items, after the final completion date. A written request may be made to extend the work schedule based on extenuating circumstances.

Contractor shall take into consideration all possible contingencies that might delay completion of said work within the established time period.

The Liquidated Damages Amount shall be absolutely payable for each calendar day after the expiration of said period, and there shall not be any extensions to recognize weather conditions, material shortages or any contingency which may be claimed to be unusual or not foreseeable.

12. INSURANCE

*2009 Cannon Road and Lowell Street Sewer Extension*  
*July 1, 2009*

The Contractor awarded this project will be required to carry insurance in the amount of \$500,000.00 per occurrence, \$1,000,000.00 aggregate. All Village of Hillman Employees, residents and on-site construction inspectors shall be covered by this policy.

**BID PROPOSAL FORM**

**SANITARY SEWER EXTENSION ALONG STATE STREET, LOWELL STREET AND  
CONNON ROAD**  
**Hillman, MI**

TO: Village of Hillman  
24220 Veteranø Memorial Highway  
Hillman, Michigan 49746  
Attn: Dave Post

FROM: Contractor \_\_\_\_\_ Name:  
Phone \_\_\_\_\_ No:

RE: PROPOSAL FOR VILLAGE OF HILLMAN

DATE: \_\_\_\_\_

1. The undersigned bidder after careful examination of plans, specifications, General Notes, and details, hereby agrees to furnish all material, labor, equipment, tools, and supervision, and to do everything necessary to complete the work in \_\_\_\_\_ calendar days from the date of signing the Contract for the lump sum of (including all applicable sales taxes):

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ )

2. The following Addenda are acknowledged to have been received and are included in this bid:

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

3. This bid includes the following documents from May & Associates, Inc.:

C1	TITLE SHEET	9/10/2009
C2	LAYOUT, LEGEND AND GENERAL NOTES	9/10/2009
C3	STATE STREET - STA 0+00 TO 14+00	9/10/2009
C4	CONNON ROAD AND LOWELL STREET	9/10/2009
C5	SANITARY DETAILS	9/10/2009
	Specification Package	12/1/2008

4. ALTERNATES: The contractor is encouraged to provide an alternate bid to supply all labor and materials.

5. CHANGES: When changes in the work are ordered by Village of Hillman which involves extra cost over the above contract sum, such work is to be billed on the following labor and material

basis including overhead and profit. See ACTIVITY CATEGORY AND LINE ITEM BREAKDOWN below for basis. NOTE: No extras will be paid unless an Extra Work Authorization is issued beforehand by the staff at Village of Hillman.

6. UNIT PRICES: This proposal is made on a lump sum basis and not by Unit Price.

7. OFFICIAL SUBSTITUTION SHEET

Bid shall be based on those brands and items called for on the plans and in the specifications. Bidders desiring to offer substitutions for specified brands or items shall list such proposed substitutions below and state the amount, if any, to be added to or deducted from the bid. No such substitutions shall be incorporated into the work without prior written consent of the Owner.

DIVISION	ITEM SPECIFIED	SUBSTITUTION	ADD	DEDUCT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

8. QUALIFICATIONS

The undersigned agrees that this proposal shall be valid for a period of 6 months from the date it is received, unless withdrawn with written consent of Village of Hillman. All work shall be guaranteed for this amount of time.

Work shall commence 10 days after the award of the contract.

In submitting this proposal, it is hereby understood that Village of Hillman reserves the unrestricted privilege to reject any and all bids, or parts of bids, and to waive any informalities/irregularities in the bidding.

We hereby certify that our state of affairs (business and financial) is such that the Contractor will find it possible to secure performance bond in the amount of 100% of the contract price.

The surety company providing the performance bond must be listed in the current U.S. Treasury Department's list of Surety Companies Acceptable on Federal Bonds with an underwriting limitation at least equal to the amount of the bond.

The undersigned further agrees to indemnify and save the Village of Hillman and the County of Montmorency from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought on, recovered the Village of Hillman and the County of Ogemaw, by any reason of any acts or omission of the undersigned, his agents, subcontractors, or employees in the execution of the work or in guarding same.

All Contractors must be qualified in their trades. To qualify, the respective Contractor or Subcontractor must have adequate financial stability to meet all obligations incident to the job, must have appropriate experience and expertise to do the job, and must bid in strict compliance with requirements of the plans and specifications.

*2009 Cannon Road and Lowell Street Sewer Extension*  
*July 1, 2009*

In consideration of the foregoing, the undersigned hereby agrees to enter into a contract with the Association within five (5) days of receipt of the Contract Agreement from the Owner, and to faithfully execute said Contract according to its terms mutually agreed upon.

OFFICIAL ADDRESS

FIRM NAME

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

State whether a ( ) Corporation, ( ) Partnership, or a ( ) Sole Proprietorship.

## Request for Payment Form - Village of Hillman

Project Name: <u>SANITARY SEWER EXTENSION ALONG                  STATE STREET, LOWELL STREET AND                  CONNON ROAD</u>	Date:
--	-------

Work performed to warrant payment:          
--

Contractor (receiving payment):	Period from-to:
---------------------------------	-----------------

Amount of Payment Requested:

Approval Signature:  
 (Signature must be Construction/Inspection Engineer)

Title:

**Contractor's Application for Payment:**

**Comments:**

Original Contract Amount:		
Net Change Orders:		
Total Contract Sum to Date:		
Total Contract Paid to Date:		
Current Payment Request:		
Total Paid on Contract:		
Total Remaining in Contract:		

**Change order Summary:**

Change Order Number	Amount	Description

I hereby submit that the information provided in this document is accurate:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## Contract Agreement

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ Village of Hillman hereinafter called OWNER, and \_\_\_\_\_ hereinafter called CONTRACTOR, in consideration of the mutual covenants hereinafter sent forth, agree as follows:

### **ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

#### **Cannon Road and Lowell Street Sanitary Extension**

### **ARTICLE 2. CONTRACT TIME**

- 2.1 The Work will be completed and ready for final payment in accordance with the number of project days as indicated in the Bid Documents and provided by the CONTRACTOR. The number of work days indicated in the bid Documents is \_\_\_\_ days.
- 2.2 All engineering and inspection costs incurred after the specified completion date shall be paid by the CONTRACTOR to the OWNER prior to final payment authorization. Charges shall be made at such times and in such amounts as the ENGINEER shall invoice the OWNER, provided however said charges shall be in accordance with the ENGINEER's current rate schedule at the time the costs are incurred. The engineering and inspection costs incurred after the specified completion date shall be deducted from the CONTRACTOR's progress payments.
- 2.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence and that the OWNER will suffer financial loss if the Work is not substantially complete in the number of Work days as specified in the bid documents and in item 2.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is complete. Liquidated damages charged shall be deducted from the CONTRACTOR's progress payment.

### **ARTICLE 3. CONTRACT PRICE**

- 3.1 OWNER shall pay CONTRACTOR as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents.

### **ARTICLE 4. PAYMENT PROCEDURES**

Progress payments and retain age under this Contract are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Contract. Without excluding any provisions of the Act from this Contract, but in order to comply therewith and summarize certain provisions, the following shall apply:

- 4.1 The persons representing the CONTRACTOR who will submit written requests for progress payments shall be \_\_\_\_\_.
- 4.2 The person representing the OWNER whom requests for progress payments are to be submitted to shall be: Mr. Dave Post, Village of Hillman.

- 4.3 The CONTRACTOR's representative, listed above, shall submit Application for Payment on the form provided in the Contract Documents.

**ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality and conditions and federal, state and local laws, and regulations that may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of investigations and latent physical conditions of the site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Plans and Specifications and which have been identified in the Contract Documents.
- 5.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 5.2 as he deems necessary for the performance of the Work and the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has correlated the results of all observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 6.1 This Agreement
- 6.2 Bid Form
- 6.3 Performance and other Bonds (Provided by Contractor)
- 6.4 Proof of Insurance
- 6.5 Instructions to Bidders
- 6.6 Specifications (in project manual dated 12/1/2008)
- 6.7 Plans consisting of sheets numbered C1-C5, inclusive
- 6.8 Any Modification, including Change Orders, duly delivered after execution of Agreement.

**ARTICLE 7. MISCELLANEOUS**

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound; and specifically but not without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of the restriction may be limited

2009 Cannon Road and Lowell Street Sewer Extension  
July 1, 2009

by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in \_\_\_\_\_ counterparts, \_\_\_\_\_ counterpart(s) each has been delivered to the OWNER and CONTRACTOR, one counterpart has been delivered to the ENGINEER. All portions of the Contract Documents have been signed as indicated by the OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_

OWNER: Village of Hillman

CONTRACTOR:

By:

By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_

Attest:

\_\_\_\_\_ giving notices:

\_\_\_\_\_ Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If OWNER is a public body attach evidence of authority to sign and resolution or other document authorizing execution of service of process: Agreement)

License No.

Agent for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_