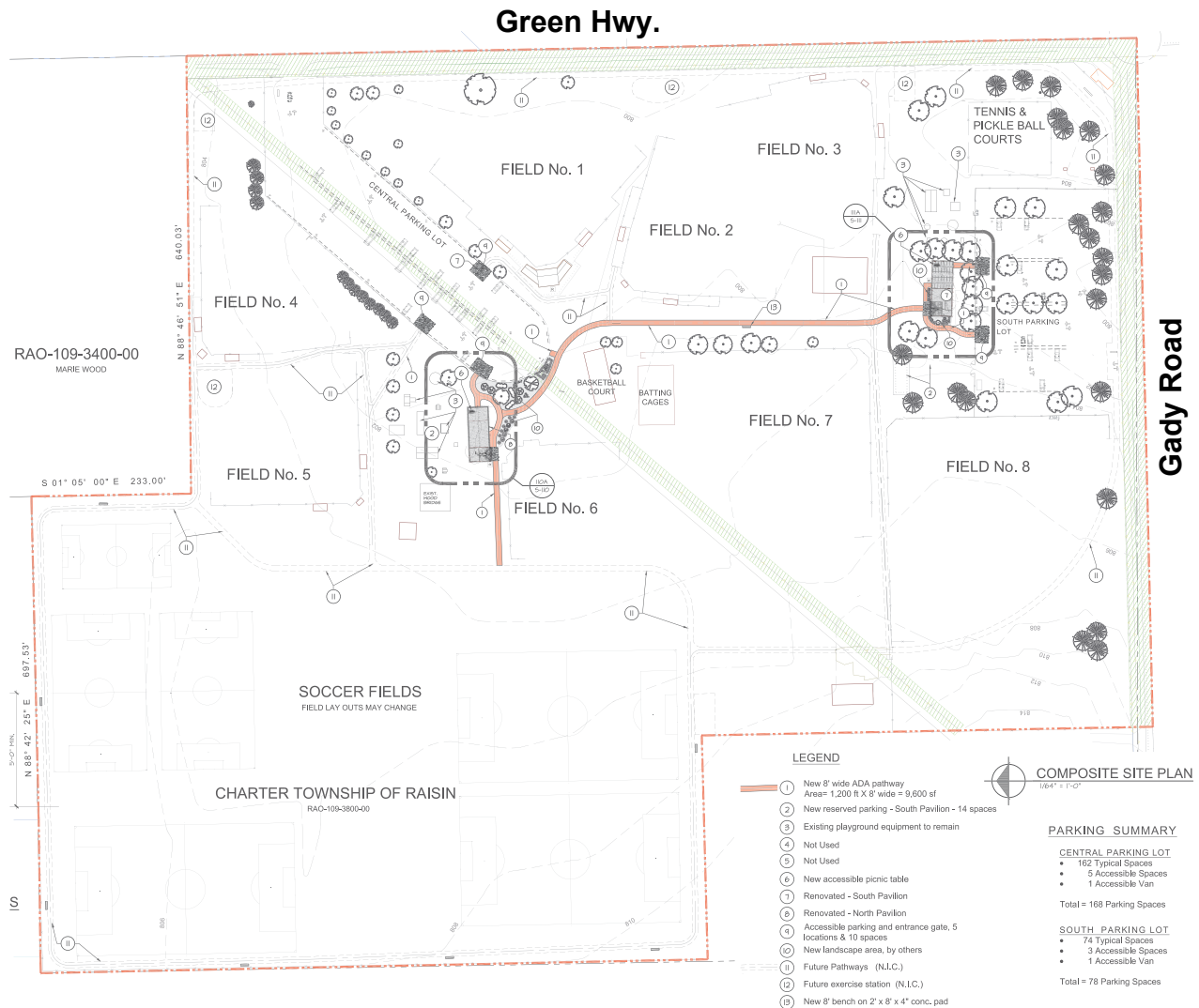


# Mitchell Memorial Park - Renovation

3400 Gady Road Tecumseh, MI 49286

DNR Grant # TF 21-0090

May, 15th 2023



**Mitchell Memorial Park – Renovation**

3400 Gady Road Tecumseh, MI 49286

DNR Grant # TF 21-0090

05/15/23

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**Mitchell Memorial Park – Renovation**

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**DOCUMENT 00 0101 - PROJECT TITLE PAGE**

**1.1 PROJECT MANUAL for the Mitchell Memorial Park Renovation 2023**

**A. Grantee / Contact**

Raisin Charter Township

Tom Hawkins, Township Supervisor

5525 Occidental Hwy.

Tecumseh, MI 49286

(517) 423-3162 ext. 108

**B. DNR Grant # TF 21-0090**

**C. Architect Project No. 22.020**

**D. Architect**

Adrian Design Group Plc.

Mike Nicklowitz, AIA, LEED AP

126 E. Church Street

Adrian, MI 49221

(517) 265-2700

**E. Issued: 5-15-2023 - Bid**

**END OF DOCUMENT 00 0101**

## **Mitchell Memorial Park – Renovation**

3400 Gady Road Tecumseh, MI 49286

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### **DOCUMENT 00 0107 - SEALS PAGE**

#### **1.1 DESIGN PROFESSIONALS OF RECORD**

##### **A. Architect:**

Adrian Design Group Plc.  
Mike Nicklowitz, AIA, LEED AP  
126 E. Church Street  
Adrian, MI 49221  
(517) 265-2700 office

[mike@adriandesigngroup.com](mailto:mike@adriandesigngroup.com)

Michigan Architectural License # 1301039770



**END OF DOCUMENT 00 0107**



## **Mitchell Memorial Park – Renovation**

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### **DOCUMENT 00 0115 - LIST OF DRAWING SHEETS**

#### **1.1 LIST OF DRAWINGS**

- A. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

G-001	Title Sheet & Code Information
G-002	Specifications
G-003	Specifications
G-004	Specifications
G-005	Specifications
G-006	Specifications
S-101	Composite Site Plan
S-110	Partial Site North Pavilion
S-111	Partial Site South Pavilion
L-101	Landscape Plan
D-101	Demolition Floor Plans
D-401	Demolition Reflected Ceiling Plans
A-001	Standard Mounting Heights & Schedules
A-101	Floor Plans
A-110	Enlarged Floor Plans
A-150	Roof Plans
A-200	South Pavilion Elevations
A-201	North Pavilion Elevations
A-401	Reflected Ceiling Plan North Pavilion
A-402	Reflected Ceiling Plan South Pavilion
A-700	Interior Bathroom Elevations
P-100	Plumbing General Information
P-110	Enlarged Plumbing Plans
E-100	Electrical General Information
E-110	Enlarged Electrical Plans

**END OF DOCUMENT 00 0115**

## **Mitchell Memorial Park – Renovation**

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### **DOCUMENT 00 1113 - ADVERTISEMENT FOR BIDS**

#### **1.1 PROJECT INFORMATION**

##### **A. Notice to Bidders:**

1. Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
2. Regulatory Requirements:
  - 2015 Michigan Building Code
  - 2015 Michigan Mechanical Code
  - 2018 Michigan Plumbing Code
  - 2017 National Electric Code

##### **B. Project Identification:**

Mitchell Memorial Park Renovation DNR Grant # TF 21-0090

Project Location: 3400 Gady Road

Tecumseh, MI 49286

##### **C. Owner's Representative:**

Tom Hawkins, Township Supervisor

Raisin Charter Township, Lenawee County  
5525 Occidental Hwy. Tecumseh, MI 49286  
(517) 423-3162 ext. 108

##### **D. Architect:**

Mike Nicklowitz, AIA, LEED AP

Adrian Design Group, PLC  
126 E. Church Street Adrian, MI 49221  
(517) 265-2700

##### **E. Project Description:**

Project consists of renovations to the existing North & South Shelter structures including restroom modifications to provide additional plumbing fixtures and current code compliant accessibility. General improvements to the park include new paved accessible pathways connecting the North and South shelters to existing parking lots, new concrete accessible parking slabs connecting the parking lot with new accessible pathways, perimeter fence and gate modifications, new energy efficient interior and exterior lighting, new interior restroom finishes and accessories, and new concrete paving at both North and South Shelters.

Additional improvements by owner will include new landscape beds, painting, new storage and overhead doors at the service side of the shelters.

## **Mitchell Memorial Park – Renovation**

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### **F. Construction Budget:**

1. Project cost range is anticipated to be ~ \$ 362,000. (Three Hundred and Sixty-Two Thousand Dollars).

### **G. Construction Contract:** Bids will be received for the following Work:

1. General Contract (all trades).

### **H. Additional Requirements:**

1. This project is being funded by the RP-21033 Recreational Passport Grant.
  - a. Accessible Design – It is required that the proposed project meet the accessibility requirements of the 2010 Americans with Disabilities Act Design Standards; including all proposed recreation facilities, access routes from the proposed facilities to parking and relevant support facilities and for parking for users of the proposed facilities.
2. Contractor and all subcontractors must comply with all requirements of 1976 PA 453 (Elliott-
3. Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended. In accordance with these laws, all contracts Raisin Charter Township enters into with a contractor must contain a covenant by the contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position

## **1.2 BID SUBMITTAL AND OPENING**

- A.** Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: 6-23-2023.
2. Bid Time: 2:00 p.m est.
3. Location:  
Raisin Charter Township Office  
5525 Occidental Hwy.  
Tecumseh, MI 49286.

- B.** Bids will be thereafter publicly opened and read aloud.

## **Mitchell Memorial Park – Renovation**

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### **1.3 BID SECURITY**

- A. Bid security shall be submitted with each bid in the amount of **4** percent of the bid amount. No bids may be withdrawn for a period of **60** days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

### **1.4 PREBID MEETING**

- A. Prebid Meeting: A Prebid meeting for all bidders will be held at Mitchell Memorial Park – North Shelter on May 19th at 10:00 a.m., local time. Prospective prime bidders are required to attend.
  - 1. Bidders' Questions: Architect & Owner will provide responses at Prebid conference to bidders' questions.

### **1.5 DOCUMENTS**

- A. Printed Procurement and Contracting Documents:
  - 1. May be obtained after May 15th, by contacting **D-Printers** at (517) 423-6554 located at 6197 N Adrian Hwy. Tecumseh, MI 49286.
  - 2. Documents will be provided to prime bidders, in complete sets.
  - 3. Request the bid documents for Mitchell Memorial Park Project # 22.020
- B. Online Procurement and Contracting Documents: Obtain access after May 15<sup>th</sup> 2023, by contacting Adrian Design Group. Online access will be provided to prime bidders.

### **1.6 BIDDER'S QUALIFICATIONS**

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. Insurance in a form acceptable to Owner will be required of the successful Bidder.
- B. Bidders are to submit a Qualification statement using the AIA document “A305 – 2020” Exhibit A General Information, or similar format.

### **1.7 NOTIFICATION**

- A. This Advertisement for Bids document is issued by Raisin Charter Township, Lenawee County, Michigan.

**END OF DOCUMENT 00 1113**

**Mitchell Memorial Park – Renovation**

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**DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS**

**1.1 INSTRUCTIONS TO BIDDERS**

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

- 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in Appendix "A" at the end of this document.

**END OF DOCUMENT 00 2113**

**Mitchell Memorial Park – Renovation**

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**DOCUMENT SECTION 00 4100 - BID FORM**

**1.01 TO:**

A. Raisin Charter Township

**1.02 FOR:**

A. Mitchell Memorial Park Renovation DNR Grant # TF 21-0090

**1.03 DATE: \_\_\_\_\_ (Bidder to enter date)**

**1.04 SUBMITTED BY: (Bidder to enter name and address)**

A. Bidder's Full Name \_\_\_\_\_

1. Address \_\_\_\_\_

2. City, State, Zip \_\_\_\_\_

**1.05 OFFER**

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by \_\_\_\_\_ for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form of:

B. \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

C. We have included the required security deposit as required by the Instruction to Bidders.

D. All applicable federal taxes are included and State of Michigan taxes are included in the Bid Sum.

**E. 1.06 ACCEPTANCE**

A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

B. If this bid is accepted by Raisin Charter Township within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.

2. Furnish the required bonds within seven days of receipt of Notice of Award.

3. Commence work within fifteen days after written Notice to Proceed of this bid.

C. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**Mitchell Memorial Park – Renovation**

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**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:
- B. Complete the Work by \_\_\_\_\_.

**1.08 UNIT PRICES**

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. Item Description                      - Unit Quantity                      - Unit Price                      - Item Value
- C. Asphalt Paving                      - Square Foot                      - \_\_\_\_\_                      - \$ \_\_\_\_\_
- D. Paving Base mat & labor                      - Square Foot                      - \_\_\_\_\_                      - \$ \_\_\_\_\_

**1.09 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work;
  - 2. \_\_\_\_\_ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to the owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

**1.10 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**Mitchell Memorial Park – Renovation**

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**1.11 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
1. Subcontractors: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
  2. Unit Prices: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
  3. Alternatives: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. List of Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.
  2. Document 00 4322 - Unit Prices: Include a listing of unit prices specifically requested by the Contract Documents.
  3. Document 00 4323 - Alternatives: Include the cost variations to the Bid Sum applicable to the Work as described in Section \_\_\_\_\_.
  4. Schedule of Values identifies the Bid Sum segmented into portions as industry standard.

**1.12 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of

• \_\_\_\_\_

(Bidder - print the full name of your firm)

• \_\_\_\_\_

(Authorized signing officer, Title)

• \_\_\_\_\_

(Print signing officer, Title)

**1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.**

**END OF BID FORM**



## **Mitchell Memorial Park – Renovation**

3400 Gady Road Tecumseh, MI 49286

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### **DOCUMENT 00 4322 - UNIT PRICES FORM**

#### **1.1 BID INFORMATION**

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract:.
- C. Project Name: Mitchell Memorial Park Renovation DNR Grant # TF 21-0090  
Project Location: 3400 Gady Road  
Tecumseh, MI 49286
- D. Owner: Raisin Charter Township, Lenawee County.
- E. Architect: Mike Nicklowitz, AIA, LEED AP.
- F. Architect Project Number: 20.020

#### **1.2 BID FORM SUPPLEMENT**

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

#### **1.3 UNIT PRICES**

- A. Unit-Price No. 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.
  - 1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per unit.
- B. Unit-Price No. 2: Rock excavation and replacement with satisfactory soil material.
  - 1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per unit.
- C. Unit-Price No. 3: installation of new asphalt pathways.
  - 1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per sf.

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**1.4 SUBMISSION OF BID SUPPLEMENT**

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2023.
  
- B. Submitted By: \_\_\_\_\_ (Insert name of bidding firm or corporation).
  
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
  
- D. Signed By: \_\_\_\_\_ (Type or print name).
  
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).

**END OF DOCUMENT 00 4322**

**Mitchell Memorial Park – Renovation**

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DNR Grant # TF 21-0090

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**DOCUMENT 00 4323 - ALTERNATES FORM****1.1 BID INFORMATION**

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Mitchell Memorial Park Renovation DNR Grant # TF 21-0090.  
Project Location: 3400 Gady Road Tecumseh, MI 49286.
- D. Owner: Raisin Charter Township, Lenawee County.
- E. Architect: Mike Nicklowitz, AIA, LEED AP.
- F. Architect Project Number: 20.020

**1.2 BID FORM SUPPLEMENT**

- A. This form is required to be attached to the Bid Form.

**1.3 DESCRIPTION**

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
  - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within [60] days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

**Mitchell Memorial Park – Renovation**

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**1.4 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1; Omit vinyl composite tile, (VCT) floor tile in restrooms and replace with polished concrete :

1. ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_.
2. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
3. ADD \_\_\_ DEDUCT \_\_\_ calendar days to adjust the Contract Time for this alternate.

- B. Alternate No. 2; Omit asphalt pathways and replace with crushed limestone pathways, see detail "C" on sheet S-110 and specification section 32 1220 – crushed limestone paths on sheet G-006. :

1. ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_.
2. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
3. ADD \_\_\_ DEDUCT \_\_\_ calendar days to adjust the Contract Time for this alternate.

**1.5 SUBMISSION OF BID SUPPLEMENT**

- A. Respectfully submitted this \_\_\_ day of \_\_\_\_\_, 2012.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).

**END OF DOCUMENT 00 4323**

# **Appendix "A"**

-

**AIA Document A701**



# AIA® Document A701® – 2018

## Instructions to Bidders

for the following Project:

*(Name, location, and detailed description)*

Mitchell Memorial Park Renovation  
3400 Gady Road  
Tecumseh, MI 49286

### THE OWNER:

*(Name, legal status, address, and other information)*

Tom Hawkins, Raisin Charter Township Supervisor  
5525 Occidental Hwy.  
Tecumseh, MI 49286

### THE ARCHITECT:

*(Name, legal status, address, and other information)*

Mike Nicklowitz, AIA, LEED AP  
Adrian Design Group PLC  
126 E Church Street  
Adrian, MI 49221

### TABLE OF ARTICLES

- |   |  |
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| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

Contact Architect Mike Nicklowitz, AIA, :LEED AP at (517) 265-2700 office or email [mike@adriandesigngroup.com](mailto:mike@adriandesigngroup.com)



§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Contact Architect Mike Nicklowitz, AIA, :LEED AP at (517) 265-2700 office or email [mike@adriandesigngroup.com](mailto:mike@adriandesigngroup.com)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.



§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

All documents will be sent via email. If other methods of delivery are required, Contact Architect Mike Nicklowitz, AIA, :LEED AP at (517) 265-2700 office or email [mike@adriandesigngroup.com](mailto:mike@adriandesigngroup.com)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

To be determined by owner

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

A hard copy of the bids are required to be sent to Raisin Charter Township Offices at 5525 Occidental Hwy. Tecumseh, MI 49286. On or before Thursday May 18<sup>th</sup> at 1pm

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

to be determined by owner

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.



## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

to be determined by owner

### § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents.

- 1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- 2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- 3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*