



**Request for Bid**

**GLWA-SCP-CON-094**

**Belle Isle Water Supply Intake Lagoon Ice Boom Replacement and Improvements**

The Great Lakes Water Authority (GLWA) is issuing this Request for Bid (RFB) for qualified contractors to provide services for (referred to herein as the “Work”) Belle Isle Water Supply Lagoon Ice Boom Replacement and Improvements.

**Anticipated Project Schedule:**

Contract Term: 365 Calendar Days	Start Work Date: TBD
Substantial Completion: TBD	Final Completion: TBD

**Minimum Qualifications:** Contractor shall have MDOT prequalification to do special structures, including underwater work, to perform this work.

**Additional Documents:**

Attachment 1	Contract with Insurance Requirements
Attachment 2	Specifications
Attachment 3	Contract Drawings
Attachment 4	Information for Bidders – 00210
Attachment 5	Corps Permit
Attachment 6	MDEQ Permit

<b>Solicitation Date:</b>	Thursday, March 30, 2017
<b>Pre-Bid Meeting:</b> Optional	Date: Thursday, April 13, 2017 Time: 10:30 AM (Eastern Time Zone) Location: Water Board Building 735 Randolph, Room 1506 Detroit, Michigan 48226
<b>Site Tour:</b> Optional	Date: Thursday, April 13, 2017 Time: 11:00 AM (Eastern Time Zone) Location: Belle Isle Island (east end), Detroit, Michigan
<b>Questions and Inquiries:</b>	All questions and inquires must be directed by email to Gerald Moore at <a href="mailto:Gerald.Moore@glwater.org">Gerald.Moore@glwater.org</a> . Date: Thursday, April 27, 2017 Time: 4:00 PM (Eastern Time Zone)
<b>Bid Due:</b>	Date: Thursday, May 11, 2017 Time: 12:00 PM (Eastern Time Zone)

<b>Board of Directors</b>	Sue McCormick, Chief Executive Officer
Robert J. Daddow, Chairman	Gaylor Johnson, Chief Procurement Officer
Gary A. Brown, Vice Chairman	Cheryl Porter, Chief Operating Officer
Freman Hendrix	Terry Daniel, Director of Water Supply Operations
Brian Baker	Grant Gartrell, P.E., Director of Engineering Water Supply Operations
Joseph Nardone	

**LATE BIDS WILL NOT BE ACCEPTED**

**Bidders Checklist**

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**BIDDERS CHECKLIST**

1. **Signature page** - Appendix A.....
2. **Covenant of Equal Opportunity** - Appendix B.....
3. **Non-Collusion Affidavit** - Appendix C.....
4. **Bid Bond** – Appendix D.....
5. **Bid Schedule** - Appendix E.....
6. **Summary Progress Schedule** - Appendix F.....
7. **Schedule of Manufacturers and Suppliers** – Appendix G.....

## **Instructions to Bidders**

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### **Section I Solicitation**

- A. Bidders interested in submitting a response to this RFB are required to be registered with the Michigan Intergovernmental Trade Network (MITN) at <http://www.mitn.info/> (found under the Great Lakes Water Authority name). Only registered contractors can obtain bid documents and submit a response. Registration is FREE. This RFB will also be made available on the GLWA website, [www.glwater.org](http://www.glwater.org), however, GLWA only accepts bids submitted through MITN. The MITN website has a limitation of 32 megabytes per file.
- B. By responding to this RFB, bidders are agreeing to comply with GLWA's Procurement Policy made available on the GLWA website, [www.glwater.org](http://www.glwater.org).
- C. All communications pertaining to this project are to be directed only to the Procurement Professional designated in this RFB.

### **Section II Bulletins, Questions and Inquiries**

- A. It is the responsibility of the bidder to check for any bulletins and/or notices posted on MITN and the GLWA website and to make inquiry as to the changes or notices issued. Only written notices or bulletins duly issued by GLWA shall constitute revisions to this RFB. Bidders are advised that no oral interpretation, information or instruction by any officer or employee of the GLWA shall be binding upon GLWA.
- B. Each interpretation or correction, as well as any additional RFB provision that GLWA may decide to include, will be made only as a bulletin, which will be available on MITN.
- C. Should bidders be in doubt as to the true meaning of any portion of this RFB, find any ambiguity, inconsistency, or omission herein, or intend to take exception to any requirement of the RFB, the bidder must make a written request for an official interpretation or correction by the questions and inquiries date established in this RFB.
- D. Any bulletin issued by GLWA shall become part of this RFB and shall be taken into account by each bidder in preparation of its bid. Bidders shall submit the latest revision of any form(s) or appendix(s) issued by a bulletin.

### **Section III Preparation and Submission of Bid**

- A. GLWA does not assume any responsibility and will not reimburse any bidder for any costs incurred, however caused, in the process of responding to this RFB including, without limitation, preparing and submitting its bid, withdrawing its bid, objecting to the award or being disqualified for the award.
- B. Bidders are cautioned that the scope of Work is intended to define the minimum standard of quality. The scope of Work represents a sample of GLWA's desires and vision for the project, and is furnished to bidders as a guideline for developing the scope of their bids. Although the completed Work must address the needs defined by the scope, GLWA is seeking your expertise to provide the latest innovations in your field.
- C. By submitting a bid in response to this RFB, the bidder affirms that except for assumptions and exceptions explicitly stated in its bid, the bidder considers its bid accurate and sufficient to complete the Work.
- D. Additional Documents - Documents included with this RFB are for the bidder's information and convenience only and do not relieve the successful bidder from its responsibility and obligation to develop its own comprehensive project-specific information, conduct any additional examinations, and conduct any other necessary activities that are reasonably necessary to prepare correct and complete contract deliverables as specified in this RFB.
- E. Security Clearance - Bidders requiring any additional information beyond what is contained in this RFB and/or communicated in pre-bid/oral interview meetings may be required, in GLWA's sole discretion, to provide evidence of a security clearance from the U.S. Department of Homeland Security for each person that would have access to the information. Providing evidence of the security clearance does not guarantee

## Instructions to Bidders

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any firm or person access to any or all of requested information. Following receipt of evidence of the security clearance, additional information may be made available to bidders. Reference GLWA's website: [www.glwater.org/procurement/policy-procedures/](http://www.glwater.org/procurement/policy-procedures/).

- F. Specified Materials and Equipment - Specified items of material or equipment (collectively, "Items") described in the RFB shall establish a standard. Specified Items shall be intended to convey desired essential characteristics. The bidder represents that only specified Items will be used or furnished in accordance with the RFB, except as identified by explicit exception within its bid.

No later than 15 days before the date of bid opening stated in the advertisement, GLWA will accept written requests to have GLWA add the products of non-named manufacturers and suppliers to the Items specified in the RFB. GLWA will consent to any such written bid by bulletin if, in GLWA's sole judgment, the proposed product is acceptable for use as a specified Item. Lack of adequate time or information needed to properly evaluate any such bid will be sufficient cause for its rejection.

Any such request shall include a list of installation sites where the proposed Item has been in service for a period of time acceptable to GLWA; the name, address and telephone number of a person at the installation site familiar with the Item; and sufficient drawings, diagrams, brochures, schedules, performance charts, instructions, samples and other data as may be necessary to allow GLWA to determine whether the specification of that product supports the essential characteristics of the Item desired.

- G. Subcontractors - Bidder shall not replace or add a subcontractor at any time after submission of its bid unless bidder gives written notice to GLWA in sufficient time to allow GLWA to conduct an evaluation of the new subcontractor and provide all information as may be requested by GLWA. If bidder fails to abide by these terms, GLWA may, in its sole discretion, elect not to recommend bidder for the award.

GLWA may request the removal and/or replacement of any subcontractor nominated by bidder prior to awarding the contract. In such event, bidder shall promptly nominate a qualified substitute or self-perform the work involved if qualified to do so. If bidder declines to act on either option or otherwise fails to act by the date specified by GLWA, GLWA may, in its sole discretion, elect not to recommend bidder for the award.

This section shall not be construed to create or impose on GLWA any duty or liability under any legal theory for the performance of any bidder or subcontractor under any contract resulting from this RFB.

- H. Prevailing Wage Ordinance - The wage and fringe benefits rates paid to each class of building trades workers shall be no less than the rate of prevailing wages set by the State of Michigan for the County in which the work is to be performed.

- I. Bid Security - Bid security shall be made payable without condition, to the "Great Lakes Water Authority Board of Directors " in the form of a certified check or cashier's check (**Hand delivered on the bid opening date to the attention of Daniel Edwards, Great Lakes Water Authority, 735 Randolph, Water Board Building, Room 1518, Detroit, Michigan 48226**), a bank draft or a letter of credit drawn upon a solvent bank insured by an agency of the Federal Government, or a bid bond. A letter of credit shall indicate that sufficient assets are available for payment. Bid bonds shall name the bidder as principal and be executed by a surety licensed to do business in the State of Michigan and that qualifies to write bonds of the character and amount provided under the RFB. Attorneys-in-Fact who sign bonds shall attach a certified copy of their power of attorney to sign bid bonds.

The bid security of the bidder awarded the contract will be retained until that bidder has done all of the following: submitted qualification submittals and all other required information, executed the agreement and delivered evidence of insurance, and furnished the required performance bond and payment bond. If that bidder fails to do so, within the corresponding specified deadlines, the GLWA may annul the Notice of Intent to Award and/or the Notice of Award, and the bid security of that bidder will be forfeited to the GLWA as liquidated damages. If the GLWA incurs any collection costs in the enforcement of the bid security requirement, that bidder and the bidder's surety, if any, agree jointly and severally to reimburse all the

## Instructions to Bidders

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GLWA's costs of collection, including reasonable fees and charges of attorneys and others, court or hearing cost incurred with or without suit and interest.

If bid security is in the form of a certified or cashier's check, bank draft or letter of credit, the bid also shall include a certification by a surety stating that the bidder will furnish the performance bond and payment bond, if awarded the contract.

The bid security of the bidder under consideration for award (and of any other bidder wishing to remain under consideration for the award) will be retained by the GLWA until the latter of the end of the period during which bids shall remain open, or seven (7) days after contract award.

- J. For each Unit Price Work item listed separately on the Bid Form, the Bidder shall bid a unit price and enter, in the appropriate column, the computation of the respective quantity multiplied by the respective Bidder's bid unit price. Bid prices for each lump sum or "One Each" item listed separately on the Bid Form shall be printed or typed only in the appropriate "Bid Price" column. The Bidder shall show the sum representing the Bidder's Bid in the spaces provided for that purpose.

For each Cash Allowance, (as defined in the Glossary), the Bidder shall include, elsewhere within the Bid, any and all labor costs, construction equipment costs, supplemental costs and Fee (of the Bidder and Subcontractors) to complete Work associated with the material, equipment or other designated item to be furnished under the allowance. For each Provisionary Allowance (as defined in the Glossary), the Bidder shall include, elsewhere within the Bid, insurance premiums (not recoverable as labor burden) and Bond premiums required to complete Work that may be ordered under the allowance.

The Bidder's bid shall include, and payment for completed Work shall be compensation in full for, all services, obligations, responsibilities, labor, materials, devices, equipment, royalties and license fees, supervision, temporary facilities, construction equipment, bonds, insurance, taxes, mobilization and close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the drawings and specifications and as otherwise required to fulfill the objectives of the project and the intent of the RFB. Bids shall contain neither any qualifications or conditions nor any recapitulations of the Work whatsoever. Unless alternates are otherwise added to the RFB by specific provision, Bids shall contain no alternates.

### Section IV Bid Withdrawal and Modification

- A. After the time for receiving bids has expired, no modification, alteration or revision to any bidder's bid form or bid form appendix(s) will be accepted, nor will a bidder be allowed to withdraw its bid and submit another bid for the Work. All bids become the property of GLWA upon their submission and are subject to public record laws.
- B. The following rules will apply:
1. No modification, alteration or revision to any bidder's bid form or bid form appendix(s) will be accepted.
  2. No bid may be withdrawn unless that bidder, within two (2) business days after bid opening, files a written claim of a mathematical or clerical error with GLWA, Construction and Contract Services, 735 Randolph, Room 1504, Detroit, MI 48226. The claim shall detail the mathematical or clerical error, include a signed affidavit stating the facts of the error and request that the bidder be released from its bid.
  3. If a claim to withdraw a bid due to an alleged mathematical or clerical error is filed in a timely fashion, the contracting officer will review the claim and, if necessary, conduct a hearing within ten (10) days after receipt of the claim.
  4. At the hearing, the contracting officer shall hear testimony and receive evidence as to whether

## **Instructions to Bidders**

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- a. The bid contains an obvious mathematical or clerical error not involving lack of good faith or fair dealing.
  - b. The error is subject to objective certification and is of such grave consequences that to enforce the contract would be unconscionable.
  - c. The error relates to a material feature of the contract.
  - d. The error was not caused in any way by the bidder's violation of positive legal duty or culpable negligence.
5. Upon completion of the claim review/hearing, the contracting officer will notify the bidder within a reasonable time of the CEO's decision to allow or not allow the bidder to withdraw its bid.
- C. If GLWA suffers no serious prejudice, except loss of bargain, the contracting officer will allow the bidder to withdraw its bid, and GLWA will return the bidder's bid security within a reasonable time. However, that bidder will not be allowed to submit another bid for the Work. The decision of the contracting officer shall be final and binding on the bidder.

### **Section V Bid Opening**

- A. Bids will be downloaded and opened by GLWA Procurement within 48 hours of the bid due date and time.
- B. GLWA Procurement will review, validate bids for responsibility and responsiveness and prepare a bid tabulation.
- C. Bid tabulation information will not be made available to bidders until GLWA Procurement has validated all bids.

### **Section VI Bid Evaluation**

- A. Within reasonable time after receipt of bids, GLWA will notify the bidder who submitted the lowest bid conforming in all material respects with the requirements of the RFB that it is the bidder under consideration for award.
  1. If GLWA elects to award the contract, GLWA will make the award to the bidder who submits the lowest responsive, responsible bid that conforms in all material respects with the requirements of the RFB.
  2. Nonconformance with the RFB, for which corrective action is not already provided in the RFB, may be waived by GLWA, in its sole discretion, except in circumstances where the non-conformance was due to lack of good faith or fair dealing on the bidder's part, or where such a waiver would lead to a determination obviously in error or inconsistent with the RFB.
  3. No bidder shall be considered responsible under the requirements of the RFB, unless that bidder, within ten (10) days after receiving notice, and any other documentation GLWA considers necessary to the evaluation of the bid.
  4. If GLWA intends to disqualify the bidder under consideration for award, GLWA will give written notice of the impending disqualification (including reasons for the disqualification) to that bidder and all other bidders remaining under consideration for the award. If the disqualified bidder has any objection to the disqualification, that bidder shall, within two (2) business days, file a written protest.
  5. Any non-conformance on any bid form or bid form appendix shall be resolved as follows:
    - a. Between words and figures, the written words shall be used.
    - b. Between any sum, computed by the bidder, and the correct sum, the correct sum shall be used.
    - c. Between the product, computed by the bidder, of any quantity and bid unit price and the correct product of the unit price by the quantity of unit price work, the unit price bid and correct product shall be used
    - d. Between a stipulated allowance and the amount printed or typed, the allowance shall be used

## **Instructions to Bidders**

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- e. If any bidder fails or neglects to bid a unit price for an item of unit price work but shows a "bid price" for that item (or fails or neglects to show a "bid price" for such an item but bids a unit price), the missing unit price (or "bid price") will be computed from the respective quantity and the bid price shown (or unit price bid) and shall be used.
  - f. If any bidder fails or neglects to enter a bid price in both words and figures, the bid price printed or typed, whether in words or figures, shall be used.
  - g. If any bidder fails or neglects to enter the correct bid bond amount, in word and figures, the bid bond sum designated in the advertisement shall be used.
  - h. If the bid bond is undated or dated later than the date of bid opening, the date that the bid was submitted shall be used.
6. All costs of the bidder awarded the contract that are incurred in responding to requests from GLWA whether or not sufficient, shall neither justify any increase in contract price or contract time nor provide any basis for subsequent consideration by GLWA of a bid or claim for any increase in contract price or contract time.

### **Section VII Bid Rejection**

- A. The following may be considered as additional and sufficient grounds for rejecting the bid, for determining that a bidder is not responsible, or for objecting to any of the bidder's nominated Subcontractors or Suppliers (even if holding valid licenses):
1. Being debarred or suspended from consideration for award of contracts by the state or any federal agency.
  2. A felony conviction in any state (including this State) within the last three (3) years before the date of bid opening.
  3. Lack of adequate experience or demonstrated qualifications or capability to perform the classification of Work provided under the RFB.
  4. Reasonable doubt concerning the ability to maintain adequate construction equipment or financing during the period allowed for the completion of the Work.
  5. Failure to pay any and all federal, state and local taxes.
  6. Ineligibility to enter into a contract with GLWA for any reason, including, but not limited to on account of a termination for cause within the last three (3) years before bid opening.
  7. Concealment, misrepresentation or misstatement of any material fact.
  8. Unit prices that are, in the opinion of GLWA, unbalanced.
- B. If there are reasonable grounds for believing that collusion or unlawful agreements exist between any bidders, that a bidder is interested in more than one bid, or that any bids are not genuine, those bidders will be disqualified and their bids will be rejected without consideration.

### **Section VIII Bids to Remain Open**

- A. Subject to any extensions, bids shall remain open for acceptance by GLWA for no less than the period during which bids shall remain open stated in the advertisement.
- B. GLWA and the bidder under consideration for award, by mutually written consent, may agree to extend the period during which bids shall remain open (i.e., the bid hold period). Any such consent shall be based on the following:
1. No increase in the bidder's bid.
  2. No increase in any contract times stated in days.

If the bidder under consideration for award fails or refuses to agree to any such extension, as conditioned in this here within, GLWA shall disqualify that bidder from further consideration for award of the contract. However, failure to agree to any such extension shall not constitute grounds for forfeiting the bid security of that bidder.

## **Instructions to Bidders**

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### **Section IX Contract Approval and Award**

- A. Upon determination of the lowest responsive, responsible bid, conforming in all materials respects with the requirements of the RFB, GLWA will send the Notice of Intent to Award to the bidder recommended for the award.
- B. The successful bidder will have reasonable access as needed to GLWA facilities and staff to obtain documents and files, and to perform interviews to gain an understanding of the Work to be provided.
- C. After receipt of the bidder under consideration for award, the bidder recommended for award shall
  - 1. Sign the agreement.
  - 2. Return the executed agreement and evidence of insurance.
  - 3. Submit any other documents required for submission.
  - 4. Evidence of insurance shall contain a statement confirming that coverage will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been delivered or mailed to GLWA and the contractor.
- D. The bidder awarded the contract shall comply with, all applicable laws (e.g. local, state, and federal), including, but not limited to laws affecting cost, schedule, progress, performance, design, or furnishing of the Work and comply with GLWA's Hazard Communication Program and with the provisions of the Michigan Right-to-Know Law (Public Act No. 80 of 1986).
  - 1. The proposer must secure all permits as required under Part 91 of Public Act 451 of 1994 "Soil Erosion and Sedimentation Control", including approvals, licenses, and to pay any associated charges and fees necessary for this project.
  - 2. Obtaining any lands, rights-of-way, easements, and utility installations in addition to those furnished by GLWA, that the bidder considers necessary for permanent or temporary facilities, ingress and egress, storage, disposal of spoil or waste material or any other purpose. GLWA does not assume any responsibility for site conditions at any lands, rights-of-way and easements obtained by the bidder awarded the contract.
- E. The contractor will receive one full set of the contract documents upon full execution of contract.
- F. The Notice to Proceed shall be authorized by the CEO. The notice to proceed shall designate a date of commencement of the contract time.
- G. Prevailing wages rates must be updated and paid each year by the contractor and subcontractors for the duration of the contract.

### **Section X Post Award**

- A. Time of completion - The contract times are specified in Exhibit A of the Agreement. The Bidder has carefully correlated the provisions in Exhibit A of the Agreement with the other terms and conditions of the RFB and unequivocally accepts the contract times for the Work, and other designated parts of the Work, as specified.
- B. GLWA's contractor performance evaluation program will be implemented under this contract, whereby performance of the contractor will be evaluated periodically at any time during this contract as determined by GLWA. The evaluation will be conducted during a meeting with the contractor, where the evaluation elements will be discussed and the contractor will be afforded the opportunity to review the scores and provide input to GLWA. The contractor performance evaluation information may be used by GLWA to help evaluate the contractor's capabilities to perform other work for GLWA in the future.

**END OF INSTRUCTIONS TO BIDDERS**



# Scope of Work

## I. General Information

### Project Overview

The Great Lakes Water Authority (GLWA) requests bids from Bidders for work that includes, but is not necessarily limited to:

Provide splicing, strengthening, new stiffener plate, and installation of new anchoring chain for the west and east timber ice booms. Provide complete fabrication, installation and anchoring system to the existing piers for the center steel pontoon ice boom.

Prior to any construction activities, a sedimentation barrier shall be constructed and maintained throughout the duration of the project. Every precaution shall be taken to prevent debris from entering any watercourse. All materials shall be disposed of in an acceptable manner per local, state and federal regulations.

The contractor performing this work shall conduct its work in accordance with the provisions set forth in the MDEQ permit and USACE/MDEQ joint permit requirements.

The site is located as follows: GLWA Water Supply Intake Lagoon at Belle Isle, Detroit, Michigan.

## II. Background

Ice booms need to be located at the head of the raw water intake lagoon to protect the intake structure from damage that may result from ice floes, floating debris and water-going vessels that navigate the Detroit River. GLWA relies on three ice booms to provide this protection. The center ice boom was destroyed by major ice floes and needs to be replaced with a new boom. The east and west booms are of timber construction and require reinforcement. The purpose of this Contract is to retain a construction contractor to provide a new center ice boom and reinforce the existing east and west timber ice booms.

## III. Scope of Work

The Work “Belle Isle Water Supply Intake Lagoon Ice Boom Replacement and Improvements”, Contract No. GLWA-SCP-CON-094, includes, but is not necessarily limited to the followings:

### A. WEST ICE BOOM

- Strengthening of the existing splicing.
- Installation of stiffener plates at each end of the boom.
- Providing new installation of anchoring chains with the associated accessories at each end of the boom.

### B. CENTER ICE BOOM

- New pontoon steel ice boom complete with fabrication, installation, and anchoring to the existing piers.

### C. EAST ICE BOOM

- Strengthening of the existing splicing.
- Installation of stiffener plates at each end of the boom.
- Providing new installation of anchoring chains with the associated accessories at each end of the boom.

### D. SITE CLEANING

- Contractor shall restore and clean the project site upon completion of the project to the satisfaction of the Owner.

### E. PROJECT SPECIAL REQUIREMENTS

- The Contractor shall have MDOT prequalification to do special structures, including underwater work, to perform this work.
- All work described above must be completed in accordance with the Contract Drawings and according to “MDOT Specifications for Construction 2012” and this project’s special provisions.

#### **IV. Project Schedule**

##### **Key Dates:**

Substantial Completion of the Belle Isle Water Supply Intake Lagoon Ice Boom Replacement and Improvements, Contract No. GLWA-SCP-CON-094, within **Two hundred and forty (240) calendar days** from the date when the Contract Time commences to run.

Final Completion of the Belle Isle Water Supply Intake Lagoon Ice Boom Replacement and Improvements, Contract No. GLWA-SCP-CON-094, within **Three hundred and sixty-five (365) calendar days** from the date when the Contract Time commences to run.

**APPENDIX A  
SIGNATURE PAGE  
BIDDER INFORMATION SHEET**

IN THE FURTHER DESCRIPTION OF THIS BID, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS:

BIDDING UNDER THE NAME OF: \_\_\_\_\_  
(FULL LEGAL NAME)

**(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. BIDDER PICK-UP OF PAYMENT IS NOT ACCEPTABLE)**

**BUSINESS MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FEDERAL EMPLOYER ID#:** \_\_\_\_\_

**DUN & BRADSTREET#:** \_\_\_\_\_

**IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM TO THIS BID.**

**BY SIGNATURE BELOW, VENDOR ATTESTS THAT THEY HAVE READ AND FULLY COMPREHEND THE GREAT LAKES WATER AUTHORITY PROCUREMENT POLICY PRIOR TO SUBMITTING A RESPONSE TO THIS SOLICITATION.**

**Bid Security has been duly executed and is in the form of the following:**

Bid Bond     Certified check     Cashier's check     Bank Draft \_\_\_     Letter of Credit

**Certified or Cashier's checks must be hand delivered to GLWA.**

**AUTHORIZED SIGNATURE:**

**DATE** \_\_\_\_\_ **SIGNED** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **PRINTED** \_\_\_\_\_

**FAX NO.** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**APPENDIX B  
COVENANT OF EQUAL OPPORTUNITY**

RFQ/PO/Contract No. \_\_\_\_\_

I, being a duly authorized representative of the \_\_\_\_\_, (“Contractor”), do hereby enter into a Covenant of Equal Opportunity (“Covenant”) with the Great Lakes Water Authority, (“GLWA”), effective upon the execution of a written contract between Contractor and GLWA resulting from the above referenced procurement, obligating the Contractor and all sub-contractors on this contract to not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility on behalf of the Contractor to ensure that all potential sub-contractors on this contract are reported to the GLWA Procurement Department and that each such sub-contractor has executed its own Covenant of Equal Opportunity prior to working on this contract.

Furthermore, I understand that this Covenant is valid for the life of the contract and that a breach of this Covenant shall be deemed a material breach of the contract.

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone No: \_\_\_\_\_

Contractor Email: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF \_\_\_\_\_)

The foregoing Covenant was acknowledged before me by \_\_\_\_\_ to me known to be the person who signed this Covenant and who, being by me first duly sworn, states that s/he has been authorized by the Contractor named in this Covenant to execute this Covenant on behalf of the Contractor.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_



NONCOLLUSION AFFIDAVIT

I further state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) (Name of Firm) \_\_\_\_\_ its affiliates, subsidiaries, officers, directors, partners, members and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
\_\_\_\_\_.

Affiant Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF \_\_\_\_\_)

The foregoing affidavit was acknowledged before me by \_\_\_\_\_ to me known to be the person who signed this affidavit and who, being by me first duly sworn, states that s/he has been authorized by the Firm named in this affidavit to execute this affidavit on behalf of the Firm.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**APPENDIX D  
BID BOND FOR CONTRACT**

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder," \_\_\_\_\_, a corporation \_\_\_\_\_, individual \_\_\_\_\_, partnership \_\_\_\_\_, joint venture \_\_\_\_\_, of the State of \_\_\_\_\_, qualified to do business in the State of Michigan, as Principal, and "the Surety," \_\_\_\_\_, of the state of \_\_\_\_\_, licensed to do business as surety in the State of Michigan, are hereby held and firmly bound unto the Great Lakes Water Authority, "the GLWA," as Obligee, in the amount of five percent (5%) of the Bid, which equates to \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Michigan Law.

WHEREAS, the Bidder has submitted to the GLWA a Bid, to which this Bond is attached, to enter into the Contract with the GLWA for \_\_\_\_\_ covered by RFB prepared by the Engineer, which RFB are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms and conditions of the RFB (including Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms and conditions of the RFB (including Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the GLWA the full amount of the sum set forth in the Bid Bond as liquidated damages - then THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

- A. If the GLWA makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the sum set forth in this Bid Bond shall be immediately due and payable to the GLWA, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the GLWA for all costs of collection.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the GLWA may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and GLWA that the Surety shall be bound by all terms and conditions of the RFB and this Bid Bond. However, if any provision(s) of this Bond is/are illegal, invalid or unenforceable, all other provisions of this Bond shall nevertheless remain in full force and effect, and the GLWA shall be protected to the full extent provided by Michigan Law.

IMPORTANT: The Surety shall be licensed by the State Insurance Bureau to do business as surety in the State of Michigan and shall be acceptable to the GLWA.

\_\_\_\_\_  
Address and Telephone of Surety Address and Telephone of Agent

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Note: Use the date entered on Article 8 of the bid form.)

**BIDDER (Print full name.):** \_\_\_\_\_  
By: \_\_\_\_\_ Name and Title: \_\_\_\_\_  
Witness: \_\_\_\_\_

**SURETY (Print full name.):** \_\_\_\_\_  
By Agent: \_\_\_\_\_ By Attorney-in-Fact: \_\_\_\_\_  
Witness: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**APPENDIX E  
BID SCHEDULE**

**Bid Schedule** - The bidder will complete the Work and accept in full payment, for the Work items listed, the following unit prices and/or bid prices, as applicable:

<b>A. Lump Sum Items</b>				
Bid Item No.	Bid Quantity	Description	Unit Price	Bid Price
1		The lump sum price for Item 1 shall constitute full compensation for all the work as specified and shown in the Bidding Documents for the Contract No. SCP-CON-094 Belle Isle Water Supply Intake Lagoon Ice Boom Replacement and Improvements at GLWA Water Supply Intake Belle Isle, except that work included for payment under Item 2 through 8.	N/A	\$
2		Mobilization shall constitute full payment for the contractor's mobilization onto and demobilization off the project site for the construction of all Work elements of the project.	N/A	\$
<b>Sub-total Lump Sum Items 1-2</b>				\$

<b>B. Unit Price and Allowance Items</b>				
Bid Item No.	Bid Quantity	Description	Unit Price	Bid Price
3	1200 LB	WEST ICE BOOM – PROVIDE STRUCTURAL STEEL MIXED, FURN & FAB	\$ lb	\$
4	1200 LB	WEST ICE BOOM – PROVIDE STRUCTURAL STEEL, MIXED, ERECT	\$ lb	\$
5	1200 LB	EAST ICE BOOM – PROVIDE STRUCTURAL STEEL MIXED, FURN & FAB	\$ lb	\$
6	1200 LB	EAST ICE BOOM – PROVIDE STRUCTURAL STEEL, MIXED, ERECT	\$ lb	\$
7	96 FT	CENTER ICE BOOM – COMPLETE FABRICATION AND INSTALLATION	\$ lb	\$
8	LS	PROVISIONARY ALLOWANCE FOR UNFORESEEN CONDITIONS	N/A	\$30,000.00
<b>SUB-TOTAL Unit Price and Allowance Item (3 to 8)</b>				\$
<b>GRAND TOTAL BID (1 to 8)</b>				\$

**Bid (Sum of Bid Prices for all Bid Items 1 through 8):**

\_\_\_\_\_ Dollars and No/Cents \$ \_\_\_\_\_  
 (use words) (in figures)



Name of Bidder: \_\_\_\_\_

**Bid Item Description** – This section provides a description of the Line Numbers on the Bid Schedule, including Bid Items and Cash and Provisional Allowances. Any costs for work not specifically described or included in the Bid Item and Cash Allowance Descriptions are to be considered incidental and included within the Total Bid Price. Upon Award of the Contract, a Detailed Cost Breakdown and subsequent revisions in the form of Schedules of Values as listed in Section 01050, Progress Schedules and Pay Applications, shall be required for further division and detailing of costs for items included herein.

**A. Lump Sum Items**

- Item 1 This item includes all work as specified and shown in the Bidding Documents for the Belle Isle Water Supply Intake Lagoon Ice Boom Replacement and Improvements, except that work included for payment under Item 2 through 8. This includes but not limited to Administration provisions, Documentation Standards Control of work, progress schedules and payment Submittals, Quality Control, Project Coordination and Meetings, Project Submittals, Construction facilities and Identification, Security, Project record Documents and Photographs, warranties and Bonds, Contract Closeout and Cleaning and Progress Schedule as listed in Book 2, DIVISION 1-GENERAL REQUIREMENTS.
- Item 2 This item includes mobilization onto and demobilization off the project site for the construction of all Work elements of the project.

**B. Unit Price and Allowance Items**

- Item 3 This item includes providing structural steel, mixed, furnished, and fabricated at the West Ice Boom.
- Item 4 This item includes erecting structural steel, mixed, at the West Ice Boom.
- Item 5 This item includes providing structural steel, mixed, furnished, and fabricated at the East Ice Boom
- Item 6 This item includes erecting structural steel, mixed, at the East Ice Boom
- Item 7 This item includes complete fabrication and installation of the Center Ice Boom.
- Item 8 This item includes provisionary Allowance for unforeseen conditions and as directed and approved by the Owner.

Name of Bidder: \_\_\_\_\_

**APPENDIX F**  
**SUMMARY PROJECT SCHEDULE**

Shall consist of four (4) copies, of a time-scaled critical path method (CPM) network. The summary progress schedule shall show the logical and time sequencing in which the Bidder plans to perform the Work to conform to the contract times and those sequences of Work indicated in or required by the RFB, identify starting and completion dates for the Work in summary form, and include a plot with monthly percentages of completion of the Work correlating to the rate of progress shown in the summary progress schedule.

Name of Bidder: \_\_\_\_\_

## APPENDIX G SCHEDULE OF MANUFACTURERS AND SUPPLIERS

### ARTICLE 1 BID MATERIALS AND EQUIPMENT

1.1. For those Sections of the specifications listed in paragraph 1.6, the Contract will be awarded on the basis that only named or specified materials and equipment will be used or furnished. Therefore, to be considered responsible, the Bidder Under Consideration for Award shall nominate, by circling the letters "A," "B," "C," etc. (corresponding to each of the listed manufacturers and suppliers, the Bidder's Manufacturers and Suppliers for those items named or specified in the Specifications and Drawings (including all Addenda) listed in Schedule 1.6. If the Bidder Under Consideration for Award fails to circle a Supplier/manufacturer for a listed item of material or equipment, or circles more than one letter for a listed item of material or equipment, the Bidder Under Consideration for Award hereby agrees to nominate, for that item, the manufacturer and/or Supplier selected by the **Contracting Officer**, unless the Bidder Under Consideration for Award clarifies the omission or ambiguity within two (2) Business Days after submittal of this Schedule of Manufacturers and Suppliers. The requirement to make a definite selection and to clarify any omissions or ambiguities in Schedule 1.6 applies to the Bidder Under Consideration for Award and any other Bidder wishing to remain under consideration for the award.

1.2. The Bidder Under Consideration for Award has examined the requirements of the Instructions to Bidders, and by submitting a Bid, commits to use of furnish named or specified materials and equipment only for those Specifications listed in Schedule 1.6. If any such Specification states that an "or-equal" or substitute may be used or furnished in the execution of the Work, if acceptable to the **Contracting Officer**, application for that acceptance will not be considered until after Contract Award. Any such application shall comply with the terms and conditions and paragraph 5.3 of the General Conditions.

1.3. The Bidder Under Consideration for Award assumes full responsibility for the cost and time required to make materials and equipment, whether listed in Schedule 1.6 or not, conform to the requirements of the Bidding Documents. In addition, if any material or equipment named or specified that is expressly listed in Schedule 1.6 requires any changes in the Drawings, or in any testing requirements, or in any means and methods indicated in or required by the Bidding Documents, or requires any other changes in the Work, the Bidder Under Consideration for Award, assumes responsibility for the cost and time required to carry out such changes in the Work, *except as provided in paragraph 1.4*. The Bidder Under Consideration for Award through submission of its Bid, acknowledges and accepts the determination that any delay and all costs resulting from the events contemplated in this paragraph do not justify any increase(s) in Contract Price and/or Contract Time.

1.4. The responsibility for the cost and time required to carry out changes in the Work required to accommodate materials or equipment listed in Schedule 1.6 assumed by the Bidder Under Consideration for Award under paragraph 1.3 does not extend to:

1.4.1. Any Liability of the **Engineer** (including the **Engineer's** consultants, agents and employees) arising out of or resulting from any errors or omissions in the preparation of the Drawings and Specifications.

1.4.2. Any discrepancy or conflict between the Work and the materials or equipment that the **Contracting Officer** or **Engineer** had actual knowledge of, through written notification from any Bidder or prospective subcontractor or supplier, at least fifteen (15) days before Bid opening.

1.4.3. Changes in the Work arising from unforeseeable causes, and which are not caused in whole or in part by acts or omissions within the control of the Bidder Under Consideration for Award or of any Subcontractor, Supplier or anyone for whose acts the Bidder Under Consideration for Award or any Subcontractor or Supplier may be liable; provided, further, that the **Contracting Officer**, given the requirements of paragraph 4.1 of the General Conditions, is notified in writing of the discrepancy or conflict between the Work and the materials or equipment sufficiently in advance to avoid and mitigate any impacts.

1.5. The Bidder Under Consideration for Award shall insert the provisions of this Section in all Subagreements with Subcontractors and Suppliers furnishing the material or equipment listed in Schedule 1.6, altering the respective paragraphs only as appropriate to properly identify the contracting parties. Each such Subagreement shall expressly bind the respective Subcontractor or Supplier to the conditions of paragraphs 1.3 and 1.4, the other provisions of this Appendix and Article 5 of the General Conditions.

Name of Bidder: \_\_\_\_\_

**1.6. Schedule of Manufacturers and Suppliers**

Contractor to Nominate (Circle) items of material MDOT 2012 Standard its chosen name or specified for construction or equipment and special provision manufacturer and suppliers.

Items Named and Specified (Entered by the Engineer)		
Item Number	Item	Manufacturer/Suppliers
1.	Special Provision	Worthington Products, Inc. 3405 Kuemerle Avenue N.E. Canton, Ohio 44705