

# Instructions To Bidders

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Owner:	Manistee Blacker Airport Authority (Authority)
Engineer:	Prein&Newhof
Project Title:	Runway 19 Tree Clearing
Bid Date/Time:	09/22/17 @ 5:00PM ( <i>electronic</i> )

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## 1. CONTRACT DOCUMENTS

The contract documents shall consist of the Instructions to Bidders, Bid Proposal and any issued Addendum's.

## 2. INTERPRETATION OF THE CONTRACT DOCUMENTS

It is the intent of these contract documents to be clear, complete and consistent. If Bidder is of the opinion that any portion of the contract documents is ambiguous, inconsistent or contains errors or omissions Bidder shall, prior to submitting its bid, in writing request Engineer to clarify that portion of the contract documents as an addendum. This interpretation or correction will be made a part of the contract documents as an addendum. Any such addendum shall be mailed, faxed, e-mailed or delivered only to each person recorded as having received a copy of the contract documents.

Only written addenda issued by the Airport Authority shall be binding. Oral interpretations, information or instructions by any office or employee of the Owner or Engineer are not authorized and therefore are not binding.

## 3. BIDDERS INVESTIGATION

The Bidder will be responsible for inspecting the site of the proposed work to determine for himself all conditions under which he will be obligated to work. It is also expected that he will investigate and make his own determination concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials, and concerning other local conditions that may affect his work.

## 4. FUNDS AVAILABLE

The work to be performed under this contract will be financed and paid for by funds of the Authority.

## 5. WITHDRAWAL OF BIDS

Any Bidder who has submitted a proposal to the Owner may withdraw his bid at any time prior to the scheduled time for opening bids. No Bidder may withdraw his bid after the opening for a period of ninety (90) calendar days thereafter.

## 6. BID PROPOSAL PREPARATION

### A. Name, Address and Legal Status of Bidder

The name and legal status of the Bidder, Corporation, Partnership or an Individual, shall be stated in the Proposal. A corporation Bidder shall name the state in which its Articles of Incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts. A partnership Bidder shall give the full names and addresses of all partners. An L.L.C. Bidder shall provide the full names and addresses of all members.

Anyone signing a proposal as an agent of another must submit, with his proposal, legal evidence of his authority to act as an authorized agent of the party.

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

### B. Experience and Qualifications

It is the intention of the Owner to award this contract to a Bidder that will perform and complete all work in compliance with the Contract Documents and in a workmanlike and professional manner. Bids are therefore only solicited from responsible Bidders known to be skilled, experienced and regularly engaged in work of similar character and magnitude to that covered by these contract documents.

### C. Proposal Form

The Bidder is to complete the Bid Proposal Documents that are included in this request for bids in either type written or hand written (in ink) form and clearly and completely set forth all required lump sum amounts, unit prices or other costs in a legible and understandable manner. Illegibility of any work or figure in the proposal may be sufficient cause for rejection of the proposal by the Owner. An originally executed document shall be signed, dated, scanned, and sent via email or post to the following addresses prior to 5:00PM local time on September 22, 2017:

- [manisteeairport@gmail.com](mailto:manisteeairport@gmail.com)
- Manistee County Blacker Airport 2323 Airport Rd. Manistee, MI 49660

The successful bidder must provide the signed original Bid Proposal Documents to the Owner within three business days once notified. In the case of any contract discrepancy, the Master Copy (hard copy) shall be considered the controlling document.

### D. Proposal Data

Proposals shall be carefully prepared in strict accordance with contract requirements and these instructions and shall include all pertinent information required by the proposal form. Failure of the bidder to comply in any respect shall be grounds for rejection of the bidder's proposal.

The proposal for work is on a unit price basis.

The bids will be based on the comparison of totals of the extensions of the stated unit prices. In case of an error in preparation of the bid form, the unit prices will be used.

No partial bids will be considered.

## 7. COORDINATION

The Contractor shall coordinate work with the Owner and Engineer. The Engineer for this scope of work is Prein & Newhof, Bob Nelesen, P.E. – and can be reached by phone at 231-946-2394 or [bnelesen@preinnewhof.com](mailto:bnelesen@preinnewhof.com).

## 8. SCOPE OF WORK

The Authority (Owner) has negotiated a tree removal agreement with the Little River Band of Ottawa Indians (Tribe) with respect to tree obstructions north of Runway 19 at the Manistee County Blacker Airport. This agreement provides for designated tree removal on the condition certain requirements are met. The Contractor shall be responsible for all labor, materials, transportation and equipment necessary to:

- A. After receipt of written Notice to Proceed from the Authority, notify the Engineer of proposed date of tree removal operations 2 weeks in advance. Engineer will survey the Runway 19 approach and mark trees for removal.
- B. Contractor will be responsible for providing photo documentation of the trees diameter breast height (DBH), defined as 4.5' from ground along tree's main axis. Upon determination, the tree shall be cleared to the ground surface. No stump removal or grubbing shall be done.
- C. Contractor shall limit ground disturbance and disturbance of adjacent trees to the extent possible.
- D. Trees damaged by the Contractor not scheduled for removal will be compensated to the Tribe based upon the damaged tree's DBH.
- E. For trees removed without acquisition of the tree's DBH, the Contractor shall be required to compensate the Tribe based upon the remaining stumps diameter, and at no cost to the Authority.
- F. Contractor shall complete all removal and disposal operations within two weeks, unless provided a written time extension by the Authority.
- G. Contractor shall provide a mixture of one-inch diameter (approx.) bare root tree whips in the same number as the total DBH rounded up to the nearest inch. Bare root tree whips shall be delivered to 159 Brickyard Rd. Manistee, MI 49660, to the care of the Tribe's Department of Natural Resources within three weeks of the final date of removal or at another date agreed to by the Owner and Tribe's Department of Natural Resources.
- H. The main tree trunk, from its ground base to 3 inches diameter, shall be cut into 6' lengths and stacked at a location adjacent to the road, in a location determined by the Engineer.
- I. All limbs and remainder of tree trunk shall be removed offsite by the Contractor.
- J. Any uneven ground created by the Contractor's operations shall be leveled.

## 9. PAYMENT

Payment shall be made for the Bid Proposal(s) items only at the stipulated unit prices. All of the work specified herein and indicated on the drawings shall be considered to be included in the unit prices shown in the proposal. The intent of the contract is to have all work completed for which the Owner will issue a single payment for contract items at their contract unit prices in full. However, the Owner reserves the right to retain 10 percent of the contract value until all work is completed to the satisfaction of the Engineer.

#### 10. PUBLIC CONVENIENCE AND SAFETY.

The contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The contractor shall maintain the free and unobstructed movement of vehicular traffic with respect to his own operations and those of his subcontractors and all suppliers, and shall limit such operations for the convenience and safety of the traveling public.

The contractor shall provide initial and continuing instructions to all supervisors, employees, subcontractors, and suppliers to enable them to conduct their work in a manner that will provide the maximum safety with the least hindrance ground traffic, the general public, and to the workmen employed on the site.

All Safety provisions specified by the plans and documents or received from the project engineer, and those required by laws, codes and ordinance, shall be thoroughly disseminated and rigidly enforced.

#### 11. BARRICADES, WARNING SIGNS, AND HAZARD MARKING

The contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. The work area shall utilize, during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

Per vehicular and pedestrian traffic, the contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Michigan Manual of Uniform Traffic Control Devices.

Contractor's vehicles shall be clearly identified on the sides of the vehicles.

The cost of furnishing, erecting, maintaining and removal of temporary barricades, warning signs, hazard marking and lighting shall be incidental to the contract work.

#### 12. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

The contractor shall not enter upon private property for any purpose without first obtaining permission. He shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property

marks until the project engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of execution of the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

If the contractor neglects to repair or make restoration, the owner or its agent may after 48 hours written notice to the contractor proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the contractor.

### 13. RESPONSIBILITY FOR DAMAGE CLAIMS.

The contractor and his surety shall indemnify and save harmless the Tribe, Engineer and the Owner and their officers, and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or mission, neglect, or misconduct of said contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law ordinance, order, or decree. Money due the contractor under and by virtue of his contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case of no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner and its agent, except that money due the contractor will not be withheld when the contractor has produced satisfactory evidence that he is adequately protected by public liability and property damage insurance in accordance with the following:

**Workmen's Compensation Insurance.** The contractor shall file with the Engineer and Authority prior to the execution of the contract, a certification that he carries Workmen's Compensation Insurance.

**Bodily Injury and Property Damage.** The contractor, prior to execution of the contract, shall file with the Engineer and Authority copies of complete certificates of insurance, as evidence that he carries adequate insurance, satisfactory to the owner and its agent, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where owner of premises on or near which construction operations are to be performed.

1. Body Injury and Property Damage Other Than Automobile. Unless otherwise specifically required by provisions in the proposal, the minimum limits of property damage and bodily injury liability coverage each contact shall be:

Bodily Injury Liability

<b>Each Occurrence</b>	<b>Aggregate</b>
\$1,000,000	\$1,000,000

Property Damage Liability

<b>Each Occurrence</b>	<b>Aggregate</b>
\$1,000,000	\$1,000,000

2. Bodily Injury Liability and Property Damage Liability Automobiles. Unless otherwise specifically required by provisions in the proposal, the minimum limits of bodily injury liability and the property damage liability shall be:

Bodily Injury Liability

Property Damage Liability

<b>Each Person</b>	<b>Each Occurrence</b>	<b>Each Occurrence</b>
\$500,000	\$1,000,000	\$1,000,000

Combined Single Limit for Bodily Injury & Property Damage Liability:

<b>Each Occurrence</b>
\$1,000,000

3. The requirements for 1 and 2 above may be met through an Umbrella policy.

14. THIRD PARTY BENEFICIARY CLAUSE.

It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third part beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage to the terms or provisions of the contract.

15. CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the final written acceptance of the entire completed work, the contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the contractor including, but not restricted to acts of God such as earthquake, tornado, or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.