

ADDENDUM NO. 1
Fantasy Forest 2.0 Playground Improvements, Playground Equipment Design, Supply, & Delivery

To all prospective bidders and others concerned:

YOU ARE HEREBY ADVISED THAT the Contract Documents for the above referenced Project are revised in the following particulars:

| Page | Description of Change |
|--------------|---|
| 00 11 13-1 | Sections 1.03 and 1.06 updated to indicate that bids will be submitted on paper to the City of St. Johns Clerk's office before 3:00 pm on October 10, 2024. Two copies are required for submission. |
| 00 21 13-4 | Removal of instructions related to QuestCDN bidding site and clarification of the Wade Trim website location of bid documents. |
| 00 42 43-2-3 | Item number for benches has been updated. |

General/Clarifications:

1. **Q** – Just calling to see if the owner is seriously interested in other options besides the Little Tikes stuff that's specified?
A – The Owner is seriously interested in reviewing other options for the Fantasy Forest 2.0 playground. The concept design referenced in the contract documents was developed to support community engagement and fundraising efforts but the City is interested in hearing from other vendors.

2. **Q** – Is a subcontractor allowed to bid directly or do they have to get in touch with the winning bidder of the whole project?
A - Potential subcontractors need to work with a potential prime contractor that is submitting a bid for this project. Subcontractors should not submit a bid directly.

3. **Q** – Quick question regarding the base bid playground section. It states it is for 2-12 year olds, but with the different items that are shown in the concept renderings it doesn't look like it would comply with this age range of kids. Since it is 1 large structure and different components attached, all have to be appropriate for 2-12 year olds, and it appears it doesn't. Are we OK to label this structure a 5-12 year old structure? Some components would be appropriate for those younger kids, but it wouldn't comply if we labeled it a 2-12 year old structure.
A – The playground concept renderings show the base bid area as labeled for 2-12 year olds since there are features within the structure and broader area that are appropriate and would be compelling for kids within that age range. The label does not mean to imply that all elements are targeted at every age within that range. Contractors should detail their proposed playground equipment in their submitted bid(s) and may list age guidelines in keeping with the age targets that have been defined for the specified equipment.

4. **Q** - One question we are hoping you could address is the qualification procedure that will be utilized when selecting the "successful bidder"? Specifically, is there a scorecard or sheet that lists the main criteria for evaluation?
A - There is not currently a scorecard to judge the submitted designs, but the factors taken into consideration will include ADA accessibility/inclusivity of play, creativity of design, variety of play methodologies, exciting/interesting theme, and overall cost.

5. **Q** – For the beige area, could you confirm the intended type of safety surfacing? Specifically, is the play area proposed to feature different color variations of Poured in Place (PIP), or is it a unitary surface that includes Engineered Wood Fiber (EWF)?
A – The beige area shown in the conceptual drawings indicate Engineered Wood Fiber (EWF) as ground surfacing material.

6. **Q** – Can alternate products be considered for the trash receptacles and benches?
A – Contractor must submit bids based on the trash receptacle and bench products and materials as shown in the plans and specifications. Contractors can suggest alternates at their discretion, however, these will not be considered until after the bid opening.
7. **Q** – Can Contractors submit a different design as their first?
A – The initial design submitted for the replacement playground should attempt to substantially match the Master Plan design that is shown for reference as part of these bid documents. The Owner understands that each vendor will have different specific elements to accomplish this. and each of these will have its own nuances, but matching the general design should be the goal. Submitted designs should attempt to match the Master Plan design in the following ways:
1. General orientation and size of playground.
 2. Layout of playground equipment.
 3. Tower locations.
 4. Related touchdown points for slides and other structure exits
 5. Overall theme and colors.
- In addition to their initial bid, Contractors are invited to submit additional designs that accomplish the project goals of ADA-accessible, inclusive play and other project goals but can completely diverge from the playground layout shown for reference in the bid documents. These will be reviewed by the Owner after submitted and assessed at their discretion.
8. **Q** – Who is expected to provide an updated Fantasy Forest sign for the renovated playground site?
A – The Fantasy Forest 2.0 sign will be provided by the city.
9. **Q** – How will playground equipment be stored after delivery and prior to installation?
A – The City will have a location fenced off for material storage. Upon delivery to the site, Contractor will be responsible for unloading the equipment. City of St. Johns staff will be available to assist with moving equipment into the dedicated fenced area. This coordination is explained in more detail in Contract Documents Section 00 42 43-3.

This Addendum is hereby incorporated into the original Contract Documents for the bidding referred to above and is considered as binding as though originally appearing therein. Receipt of this Addendum must be noted in the place provided on the Proposal page 00 4243-1 dated 09/25/2024.



PRE-BID MEETING MINUTES

Meeting Topic: Fantasy Forest 2.0 Playground Improvements, City of St. Johns, Michigan

Date: Thursday, October 10, 2024

Time: 10:00 AM

Location: Microsoft TEAMS

Attendance List:

1. Abby Koetje, Play Environments Design
2. Diane Sinclair, Sinclair Recreation
3. Jonathan Koop, Great Lakes Recreation
4. Stephanie Habers, Great Lakes Recreation
5. Tim Sheffer, Penchura
6. Joshua Erdman, ParkVision
7. Kim O'Farrell, ParkVision
8. Bruce Betzler of ParkVision
9. William Schafer, City of St. Johns Recreation Director
10. Catherine Dennis, Wade Trim (CDennis@wadetrim.com)

Welcome:

1. Please sign-in sheets via the meeting chat function.
2. Minutes from this meeting (and a copy of the sign-in) will be distributed as part of Addendum No. 1

Introduction:

1. Owner: City of St. Johns, Michigan
Recreation Director William Schafer
Public Services Director Justin Smith
2. Engineer/Landscape Architect: Wade Trim, Inc.
Catherine Dennis, PLA, Project Manager

Project Summary:

1. This project includes purchase and delivery for all playground equipment and site furnishings needed to construct a replacement playground referred to as Fantasy Forest 2.0 at St. Johns City Park in St. Johns Michigan. A successful proposal for this project will include a comprehensive and detailed design for the replacement playground in keeping with the current Fantasy Forest theme and attempting to substantially match the conceptual design that is shown for reference as part of these bid documents.
2. The project is funded under the Michigan SPARK Grant. Must comply with federal labor standards including Davis-Bacon Act and federal equal opportunity requirements.

3. Sealed Bids will be received at the City of St. Johns Clerks Office via mail or hand delivery until 3:00 PM, Local Time, Thursday, October 10, 2024. Note that this is a change from the bid documents that are currently posted and will be detailed in Addendum 1.

Bidding Process:

1. Contract Documents may be examined at the following locations:
 - a. City of St. Johns, 100 E State St, Suite 1100, St. John's MI 48879
 - b. Builders Exchange of Central Michigan, 1240 East Saginaw, Lansing, MI 49504
 - c. Wade Trim Associates, 500 Griswold Avenue, Suite 2500, Detroit, MI 48226
2. Contract Documents are also available for viewing online at: www.wadetrिम.com/resources/bid-tab/.

Contract Requirements:

1. Bidder's Qualifications (Section 002113, Article 1.02): Indicates information regarding bidder's qualifications to perform the work must be submitted after Owner request.
2. Examination of Site (Section 002113, Article 1.02): Bidders should familiarize themselves with the site and the laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
3. Bid Security (Section 002113, Article 1.06): 5% of the Bidder's maximum price in the form of a Bid Bond or Cashier's Check. If the Successful Bidder fails to execute and deliver the Contract Documents and to furnish the required Contract security within twenty (20) days after the Notice of Award, Owner may annul and cancel the Notice of Award, and the Bid security of that Bidder shall be forfeited and retained by the City of St. Johns.
4. Substitutions (Section 002113, Article 1.08):
 - a. The Contract, if awarded, will be on the basis of materials and equipment proposed to execute the design described in the Plans or specified in the Specifications to substantially match in layout and in theme the enclosed Master Plan. A detailed list of equipment required to build the playground design as-submitted in the Master Plan Bid will be provided by Contractor in the completed Proposal form in Section 00 42 43.
 - b. Contractor is welcome to submit Bids reflecting alternate layouts and themes for the consideration of award as an alternate bid proposal. In such a case, Contractor will provide an additional completed Proposal form in Section 00 42 43 showing a detailed list of equipment required to build the alternative playground design.
 - c. Acceptance of substitute or an "or equal" item of material is at the sole discretion of the Owner or designated Representative.
5. Basis of Bid (Section 00200, Article 13):
 - a. The Bid price shall include such amounts as Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents. Refer also to Article 11.07.C for calculation of overhead and profit allowed by the General Conditions.
 - b. Bidder shall satisfy himself of the accuracy of the estimated quantities in the Bid by examination of the Site and a review of the Drawings and Specifications, including the Addenda.
 - c. Unit Prices bid, shall include such amounts as the Bidder deems proper for overhead, profit, taxes, General Conditions and such other incidentals as noted in the Contract Documents.

- d. The City of St. Johns may increase or decrease the contract quantities in the amount of not more than twenty-five percent (25%) of each item on a Unit Price Work contract without an increase in unit price.
6. Submittal of Bid (Section 00200, Article 14):
 - a. This project will be partially funded by the Michigan SPARK Grant, which requires compliance with Program procurement standards. As such, the successful Bidder will be required to comply with the following:
 - i. Statement that the Davis–Bacon Act, as amended (40 U.S.C. 3141–3148) and Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)
 - ii. 1976 PA 453 (Elliott Larsen Civil Rights Act)
 - iii. 1976 PA 220 (Persons with Disabilities Civil Rights Act) and Executive Directive 2019-09, as amended
 - iv. Equal Opportunity Requirements
 7. Contract Time (Section 005200, Article 1.03): Work will be substantially completed by May 1, 2025 and final completion will occur by July 1, 2025.
 8. Liquidated Damages (Section 005200, Article 5): Liquidated damages are \$500.00 for each day that expires after Substantial Completion until the Work is Substantially Complete and \$500.00 per day that expires after Final Completion and readiness for final payment. Liquidated damages will be deducted from the Contractor’s final payment.
 9. Insurance Requirements (as specified in General Conditions Article 5): Sample Certificate for Liability Insurance, including minimum insurance limits.
 10. Contractor’s Application for Payment (Section 01 3300 Article 1.05): Contractor shall submit a completed Payment Schedule with an executed Contractor's Application for Payment and Contractor's Declaration to Engineer not more often than once per month. Engineer will certify payments with the use of Engineer's Certificate for Payment.
 - a. Payment Procedures (Section 00 5200 Article 1.05): The first progress payment under this contract may be requested after the equipment has been ordered by the Contractor. At this time, 50% of the total contract price can be requested for payment. The remaining balance of payment can be requested by the Contractor upon materials delivery.

Alternates, Allowances & Unit Prices:

1. This project includes the base bid playground as shown on sheet C-2.0 of the construction plans. Additionally, there are additive alternatives 1, 2, and 3 as shown on the same sheet.
2. There are no allowances in this bid.
3. Unit Prices can be found in Section 01 22 00 (page 102 Project Manual)
 - a. Prices need to be held for 180 days.

Significant Project Issues:

1. Bid Opening: Sealed Bids will be received by the City of St. Johns Clerk’s Office via mail or hand delivery until 3:00 PM, Local Time, Thursday, October 10, 2024. In the days following the bid closing time a bid tabulation will be prepared and posted online.
2. Project Schedule:
 - a. Optional Pre-Bid Meeting September 23, 2024, 10:00 AM
 - b. Bids Due: October 10, 2024, 3:00 PM

- c. Anticipated Contract Award: October 2024
 - d. Anticipated Notice to Proceed: October 2024
 - e. Substantial Completion: May 1, 2025
 - f. Final Completion: July 1, 2025
3. Permits:
- a. No permits are needed for this project as it covers playground equipment supply and delivery only.
4. Trees on site:
- a. Plan sheet C-1.0 shows the location of existing trees on-site that have been assessed to be in good or better condition. The City of St. Johns would like these trees, as much as possible, to be retained in any proposed design. However, there is an understanding that every tree will not be able to be kept. The City asks that proposals attempt to be sensitive to this goal during the development of designs. Plan sheet C-2.0 shows only trees that are imagined could be retained in the current master plan design. This sheet includes the removal of some of the trees that are shown on sheet C-2.0.
5. Addenda:
- a. Addendum No. 1 will be issued and will include pre-bid meeting minutes, revised specifications, reissued Contract Drawings, and any other contract documents necessary for clarification.
6. Communication:
- a. Communications concerning bids shall be addressed to Catherine A. Dennis, PLA and must be submitted in writing (CDennis@wadetrim.com).

Questions from the Attendees:

- 1. Can a contractor submit a different design than what is shown on the plans as their initial design proposal? Each vendor will have different equipment and so a tower from one manufacturer will look different than one from another.
 - a. The initial design submitted for the replacement playground should attempt to substantially match the Master Plan design that is shown for reference as part of these bid documents. The Owner understands that each vendor will have different specific elements to accomplish this. and each of these will have its own nuances, but matching the general design should be the goal.
- 2. Who is responsible for providing an updated Fantasy Forest playground sign?
 - a. The Fantasy Forest sign will be provided by the City.
- 3. How will equipment be stored upon delivery?
 - a. City will have an open location fenced off and ready to receive the equipment upon delivery. Unloading is the responsibility of the Contractor and City staff will be present on-site to assist in coordination and moving unloaded equipment to its holding area if needed.

Meeting Adjourned

Enter notes

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

PART 1 GENERAL

1.01 OWNER

- A. Owner: City of St. Johns, 100 E State St, Suite 1100, St. Johns MI 48879.
- B. Designated Representative: Justin Smith.

1.02 PROJECT INFORMATION

- A. Fantasy Forest 2.0 Playground Improvements, Playground Equipment Design, Supply, & Delivery, St. Johns City Park, St. Johns, MI 48879

1.03 BIDDING PROJECT

- A. Two copies of sealed Bids will be received by the City of St. Johns Clerk's office, 100 E State St, Suite #1100, St. Johns, via mail or hand delivery until 3:00 PM, Local Time via email, at mseavey@stjohnsmi.gov, until 4:00 PM, Local Time, 10-10-2024, at which time and place said Bids will be opened.
- B. In the days following the bid closing time, a bid tabulation will be prepared and posted online to the City of St. Johns website.

1.04 DESCRIPTION OF WORK

- A. Bids will be received for the following Work:
 - 1. This project includes purchase and delivery for all playground equipment and site furnishings needed to construct a replacement playground referred to as Fantasy Forest 2.0 at St. Johns City Park in St. Johns Michigan. A successful proposal for this project will include a comprehensive and detailed design for the replacement playground in-keeping with the current Fantasy Forest theme and attempting to substantially match the conceptual design that is shown for reference as part of these bid documents.

1.05 CONTRACT DOCUMENTS

- A. Contract Documents may be examined at the following locations:
 - 1. City of St. Johns, 100 E State St, Suite 1100, St. Johns MI 48879
 - 2. Construction Association of Michigan, 43636 Woodward, P.O. Box 3204, Bloomfield Hills, Michigan 48302
 - 3. Builders Exchange of Central Michigan, 1240 East Saginaw, Lansing, MI 49504
 - 4. Wade Trim Associates, Inc., Wade Trim Associates, 500 Griswold Avenue, Suite 2500, Detroit, MI 48226
- B. Plans and spec are also available for viewing at no cost online at: www.wadetrim.com/resources/bid-tab/

1.06 RECEIPT OF BIDS

- A. Two copies of sealed bids will be received by the City of St. Johns Clerk's office via mail or hand delivery until 3:00 PM, Local Time. The City Clerk is located at 100 E State St, Suite #1100, St. Johns MI.
- B. Each Proposal shall be accompanied by a bid bond, in the amount of at least five (5) percent of the amount bid, drawn payable to City of St. Johns as security for the proper execution of the Agreement.
- C. The City of St. Johns reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest.

- D. Bids may not be withdrawn for the period of 180 days after date of receiving bids.
- E. All inquiries shall be directed to Catherine Dennis, cdennis@wadetrim.com .

1.07 LINK TO PROJECT

- A. Plans and specifications are available at the link below:
 - 1. www.wadetrim.com/resources/bid-tab/
- B. Digital AutoCAD files are available for use in bid preparation. These can be requested via email to Catherine Dennis, cdennis@wadetrim.com .

1.08 ENGINEER

- A. Wade Trim Associates, 500 Griswold Avenue, Suite 2500, Detroit, MI 48226

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 DEFINED TERMS

- A. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions.
- B. The term "Bidder" means one who submits a Bid directly to Owner as distinct from a subbidder who submits a Bid to a Bidder.
- C. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner makes an award.
- D. The term "Owner" means City of St. Johns, Fantasy Forest Playground 2.0, Saint Johns, Michigan, 48879, a Municipal Corporation and being a party of the first part of this Contract.
- E. The term "Engineer" means Wade Trim Associates, Inc., Wade Trim Associates, 500 Griswold Avenue, Suite 2500, Detroit, MI 48226, or a duly authorized representative.

1.02 BIDDERS QUALIFICATIONS

- A. No Bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the Contract Documents. In order to aid the Owner in determining the responsibility of any Bidder, the Bidder, within 48 hours after being requested in writing by the Owner to do so, shall furnish evidence, satisfactory to the Owner, of the Bidder's experience and familiarity with Work of the character specified, and his financial ability to properly prosecute the proposed Work to completion within the specified time. The evidence requested may include, but shall not be limited to, the following:
 - 1. Address and description of the Bidder's plant or permanent place of business.
 - 2. Bidder's performance records for all Work awarded to or started by Bidder within the past three years.
 - 3. Bidder's membership in good standing of IPEMA, the International Play Equipment Manufacturers Association.
 - 4. An itemized list of the Bidder's equipment available for use on the proposed Contract.
 - 5. Bidder's financial statement, including statement of ownership of equipment necessary to be used in executing Work under Contract.
 - 6. Evidence that the Bidder is authorized to do business in the state in which the project is located, in case of a corporation organized under the laws of any other state; and,
 - 7. Such additional information as will satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.
- B. Additional requirements for the equipment proposed in the Bid can be found within the Playground Equipment Performance Specification in Section 11 68 13.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to:
 - 1. Examine the Contract Documents thoroughly,
 - 2. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,
 - 3. Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; and

4. Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
 5. Promptly notify the Engineer in writing of conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such related documents.
 6. Purchase official Procurement Documents from the Engineer in order to be included on the project Plan Holder List and be considered eligible for bidding.
 7. Review digital AutoCAD base drawings provided as part of the bid materials.
- B. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Engineer in preparing the Contract Documents.
1. If such reports are not included as appendices to the Contract Documents, the Owner will make copies available to any Bidder requesting them. These reports are included for reference only and are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.
 2. The Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.
 3. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- C. On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes and clean up and restore the site to its former conditions upon completion of such investigations and tests.
- D. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by the Contractor in performing the Work are identified in Section 01 11 00 - Summary of Work, or on the Plans.
- E. The locations of utilities as shown on the Plans are taken from sources believed to be reliable. Neither the Owner nor the Engineer will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.
1. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1.04, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given the Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in Contract Documents and the resolution by the Engineer is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.

1.04 PRE-BID CONFERENCE

- A. A virtual Microsoft TEAMS pre-bid conference will be held on September 24, 2024 at 10:00 am. Representatives of the Owner and the Engineer will be present to discuss the Project.

1. Join on your computer, mobile app or room device: Meeting ID: 255 998 574 120 Passcode: 5ahEXD
 2. Or call in (audio only) +1 313-379-5631 // 633112197#
- B. Bidders are invited to attend and participate in the conference. The conference is not required for bidding.
- C. Engineer will transmit to prospective Bidders a record of such Addenda as the Engineer considers necessary in response to questions arising at the meeting. Oral statements made during the meeting may not be relied upon and will not be binding or legally effective.

1.05 INTERPRETATIONS AND ADDENDA

- A. Should any prospective bidder find discrepancies in, or omissions from the Plans, Specifications or other parts of the Contract Documents, he may submit a written request to the Engineer for an interpretation thereof. The person submitting the request will be held responsible for its prompt delivery at least seven (7) days prior to the date for opening of Bids. Questions received less than seven (7) days prior to the date for opening of bids will not be answered. Any interpretation of inquiry will be made by Addendum duly issued to all prospective bidders.
- B. Any change in or addition to the Contract Documents deemed necessary by the Owner shall be made in the form of an Addendum issued to all prospective bidders who have taken out Contract Documents and all such Addenda shall become a part of the Contract Documents as though same were incorporated into same originally. Oral explanations and information do not constitute official notification and are not binding.

1.06 BID SECURITY

- A. Bid Security shall be made payable to the Owner, in an amount of five (5) percent of the Bidder's maximum Bid price and in a form as indicated in the Advertisement. Bid Bonds, if indicated as acceptable in the Advertisement, shall be issued on the form included in the Contract Documents by a Surety meeting the requirements of paragraph 5.01 of the General Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- C. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earliest of the seventh day after the "Effective Date of Agreement" (which term is defined in the General Conditions) or the expiration of the hold period on the Bids. Bid Security of other Bidders will be returned within 14 days of the Bid opening, unless indicated otherwise in the Advertisement.

1.07 CONTRACT TIME

- A. The number of days within which, or the date by which, the Work is to be Substantially Completed, if applicable, and also completed and ready for final payment (the Contract Time) are set forth in Agreement.

1.08 SUBSTITUTE AND "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment proposed to execute the design described in the Plans or specified in the Specifications to substantially match in layout and in theme the enclosed Master Plan. A detailed list of equipment required to build the playground design as-submitted in the Master Plan Bid will be provided by Contractor in the completed Proposal form in Section 00 42 43.
- B. Contractor is welcome to submit Bids reflecting alternate layouts and themes for the consideration of award as an alternate bid proposal. In such a case, Contractor will provide an

additional completed Proposal form in Section 00 42 43 showing a detailed list of equipment required to build the alternative playground design.

- C. Acceptance of substitute or an "or equal" item of material is at the sole discretion of the Owner or designated Representative.

1.09 RECEIPT AND FORM OF BID

- A. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be accompanied by the Bid Security and other required documents.
 - 1. Bids shall be submitted electronically only as specified herein.
- B. Any Bid received after the scheduled time and place indicated in the Advertisement for Bids shall be returned unopened.
- C. Owner invites bids on the Proposal and any other form(s) attached thereto.
 - 1. Bids must include a scale drawing of proposed playground design with proposed equipment clearly labeled. Drawing will utilize base drawing offered as part of the bid materials. Detailed proposed equipment included in the design will be listed in appropriate bid area within Section 00 42 43 - Proposal.
- D. The complete set of Contract Documents must be used in preparing Bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- E. The quantities as shown in the Proposal are approximate only and will be used as a basis of comparison of Bids, and award of Contract(s).
 - 1. Payment will be made on basis of actual quantities of Work performed in accordance with the Contract Documents.
- F. The Unit Prices bid, shall include such amounts as the Bidder deems proper for overhead, profit, taxes, General Conditions and such other incidentals as noted in the Contract Documents.
- G. The Bidder shall acknowledge of receipt of all Addenda as provided for in the electronic bidding platform. Failure to acknowledge Addenda shall be cause for rejection of bid.
- H. The Legal Status of Bidder Form contained in the Contract Documents must be submitted with each Bid and must clearly state the legal position of a Bidder. In the case of a corporation, the home address, name and title of all officers must be given. In the case of a partnership, show names and home addresses of all partners. If an individual, so state. Any individual bid not signed by the individual must have attached, thereto, a power of attorney evidencing authority to sign.
- I. Other documents to be attached to the Proposal and made a condition thereof are identified in the Proposal.
- J. A tabulation of the amounts of the base bids and any alternates will be made available after the opening of Bids.
- K. To obtain Contract Documents and submit a Bid, Bidders shall:
 - 1. Proceed to the Wade Trim website at: www.wadetrim.com/Resources/BidTab
 - 2. ~~Click on the QuestCDN link, which will direct Bidder to Wade Trim's QuestCDN electronic bidding project list.~~
 - 3. ~~Select the project as listed in Section 00 11 13—Advertisement for Bids, from the list of projects. The QuestCDN Project Number for this project is listed in the Advertisement for Bids.~~
 - 4. ~~To submit a Bid, prospective Bidders must register for a free membership on QuestCDN and download the Contract Documents in digital form under "Download Bid Documents."~~

~~There is a non-refundable fee as stated in Section 00 11 13 to download the documents and bid the project.~~

- ~~5. Prospective Bidders will be asked to sign into their account or create a free QuestCDN account by clicking the "Join" link. Contact QuestCDN at (952) 233-1632 or info@questcdn.com for assistance regarding membership registration, downloading the project, and VBid online bid submittal.~~
- ~~6. To access the Bid Form, click the online bidding button at the top of bid advertisement. The online bid button will be available when the project is published and open for bidding.~~
- ~~7. Addenda will be issued through the QuestCDN electronic bidding site. Prospective Bidders must download the bid documents to become a plan holder and receive addenda notices. It is the sole responsibility of the Bidder to obtain and review all addenda.~~

1.10 MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned.
 1. Thereafter, at the sole option of the Owner, that Bidder will be disqualified from further Bidding on the Work to be provided under the Contract Documents.

1.11 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids for any reason, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids.
- B. Discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices, will be resolved in favor of unit price.
- C. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data if requested in the Bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but the Owner may accept them in any order or combination.
- E. Subject to the approval of the Owner, the Contract will be awarded to the lowest responsive and responsible Bidder. Responsibility of Bidder will be determined on basis of past performance and Work of similar character, equipment and labor available to do the Work and financial status.
- F. The Contract shall be considered to have been awarded after the approval of the Owner has been duly obtained and a formal Notice of Award duly served on the successful Bidder by the Owner.
- G. If the Contract is to be awarded, the Owner will give the successful Bidder a Notice of Award within 180 days after the day of the Bid opening, unless such other time is specified in the Advertisement for Bids.
- H. The Contract shall not be binding upon the Owner until the Agreement has been duly executed by the Bidder and the duly authorized officials of the Owner.

1.12 SIGNING OF AGREEMENT

- A. Within fifteen (15) days after the Owner gives a Notice of Award to the successful Bidder, the Contractor shall sign and deliver the specified number of counterparts of the Agreement to the Owner with all other Contract Documents attached.
- B. Within ten (10) days thereafter, the Owner will deliver two (2) fully signed counterparts to the Contractor. Engineer will identify, date or correct those portions of the Contract Documents not fully signed, dated or executed by the Owner and the Contractor and such identification, dating or correction shall be binding on all parties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 42 43 PROPOSAL

PART 1 GENERAL

1.01 OWNER

- A. City of St. Johns
- B. Fantasy Forest Playground 2.0
- C. Saint Johns, Michigan, 48879

1.02 PROJECT

- A. Fantasy Forest 2.0 Playground Improvements, Playground Equipment Design, Supply, & Delivery

1.03 BIDDER INFORMATION

- A. Bidder Name: _____
- B. By (Printed Name): _____
- C. Signature: _____
- D. Address: _____
- E. Phone No: _____
- F. Email: _____
- G. The Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with the City of St. Johns in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement, and in accordance with the Contract Documents.
- H. In submitting their Bid, Bidder represents, as more fully set forth in the Agreement, that;
 - 1. Bidder has examined copies of all Contract Documents, (consisting of Plans dated September 12, 2024 and Project Manual dated September 2024) which he understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which has been acknowledged.
 - 2. Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work, and has made such independent investigations as Bidder deems necessary.
 - 3. Their Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
 - 4. Their bid includes all items necessary to construct playground playscape as described and drawn in Contract Documents.
- I. The Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Contract Price:
Base Bid: Inclusive Play Area for Ages 2-12 (Bidder will enter or attached detailed list of playground elements proposed to emulate Fantasy Forest theme and layout as shown in the attached Master Plan.)

| Item | Description | Unit | Quantity | Unit Price | Amount |
|------|---|------|----------|------------|--------|
| 1 | Playground Equipment for Inclusive Play Area for Ages 2-12, Purchase and delivery only | LSUM | 1 | \$ | \$ |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| 2 | Site Furnishings, Maglin Brand Bench #MMP-0510-00028, Standard Powder Coat Color: TBD | EA | 7 | \$ | \$ |
| 3 | Site Furnishings, Wausau Tile Brand Trash Receptacle #MF3302, Standard Powder Coat Color: TBD | EA | 3 | \$ | \$ |
| 4 | Site Furnishings, Most Dependable Fountains, Model #10145 Drinking Fountain | EA | 1 | \$ | \$ |

Total Contract Price (Base Bid) \$ _____

Add Alternate 1: Independent Play Area for Ages 5-12 (Bidder will enter or attached detailed list of playground elements proposed to emulate Fantasy Forest theme and layout as shown in the attached Master Plan.)

| Item | Description | Unit | Quantity | Unit Price | Amount |
|------|--|------|----------|------------|--------|
| 1 | Playground Equipment for Independent Play Area for Ages 5-12, Purchase and delivery only | LSUM | 1 | \$ | \$ |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| 2 | Site Furnishings, Maglin Brand Bench #MMP-0510-00028, Standard Powder Coat Color: TBD | EA | 3 | \$ | \$ |

Total Add Alternate 1 Contract Price \$ _____

Add Alternate 2: Tot Play Area for Ages 2-5 (Bidder will enter or attached detailed list of playground elements proposed to emulate Fantasy Forest theme and layout as shown in the attached Master Plan.)

| Item | Description | Unit | Quantity | Unit Price | Amount |
|------|---|------|----------|------------|--------|
| 1 | Playground Equipment for Tot Play Area for Ages 2-5, Purchase and delivery only | LSUM | 1 | \$ | \$ |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| 2 | Site Furnishings, Maglin Brand Bench #MMP-0510-00028, Standard Powder Coat Color: TBD | EA | 2 | \$ | \$ |
| 3 | Site Furnishings, Wausau Tile Brand Trash Receptacle #MF3302, Standard Powder Coat Color: TBD | EA | 1 | \$ | \$ |

Total Add Alternate 2 Contract Price \$ _____

Add Alternate 3: Rail Glide Play Element for Ages 5-12 (Bidder will enter or attached detailed list of playground elements proposed to emulate Fantasy Forest theme and layout as shown in the attached Master Plan.)

| Item | Description | Unit | Quantity | Unit Price | Amount |
|------|---|------|----------|------------|--------|
| 1 | Playground Equipment for Rail Glide Play Area for Ages 5-12, Purchase and delivery only | LSUM | 1 | \$ | \$ |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |
| - | | | | N/A | N/A |

Total Add Alternate 3 Contract Price \$ _____

- J. The Bidder by submitting a Bid, thereby certifies that he or a qualified designated person in his employ has examined the Contract Documents provided by the Owner for bidding purposes. Further, they certify that he or his qualified employee has reviewed the Bidder’s proposed construction methods and finds them compatible with the conditions which he anticipates from the information provided for Bidding.
- K. The Bidder by submitting a Bid agrees to complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, he agrees to complete

the Work under whatever conditions he may create by his own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.

- L. The Bidder by submitting a Bid agrees to complete delivery of the playground equipment and site furnishings necessary to construct playground playscape as described and included in the Bid to the Fantasy Forest Playground 2.0 project site, located at St. Johns City Park, St. Johns, MI 48879 between April 1, 2025 and April 15, 2025. Delivery will be coordinated with City of St. John's staff and will occur between the hours of 7:00 am-3:00 pm. Contractor will be responsible for unloading delivery truck. Owner will have fork-truck available to assist in moving equipment from rear of delivery truck if needed.
- M. The Bidder by submitting a Bid, declares that he has familiarized himself with the location of the proposed Work and the conditions under which it must be constructed. Also, that he has carefully examined the Plans, the Specifications, and the Contract Documents, which he understands and accepts as sufficient for the purpose, and agrees that he will Contract with the Owner to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.
- N. The Bidder by submitting a Bid agrees that if awarded Contract, to sign the Agreement and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of Owner's Notice of Award.
- O. The Bidder by submitting a Bid agrees that time is of the essence and, if awarded Contract, that the Work will be Completed on or before the dates/days as specified in the Agreement.
- P. Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the Substantial Completion date.
- Q. Engineering and inspection costs incurred after the final completion date shall be paid by the Contractor to the Owner as specified in the Conditions of the Contract and Agreement.
- R. Proposals may not be withdrawn for a period of 180 days after bid opening.
- S. The following documents are made a condition of this Proposal:
 - 1. Required Bid Security
 - 2. Legal Status of Bidder
 - 3. Non-Collusion Affidavit
 - 4. _____

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION