

ADDENDUM NO. 2
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 13-2	Sections 1.03, subsection A, line 6 has been removed. Bidders are not required to purchase official procurement documents to be considered eligible for bidding.

General/Clarifications:

1. **Q** – Under instructions to bidders 1.03, #6 says to purchase official procurement docs from the engineer in order to be included and considered eligible for bidding. Does this apply? If so, where can I get them?
A – This does not apply and has been removed from this section.
2. **Q** – I wanted to confirm we need to add in tax into our bid.
A – The bid totals will not be subject to tax. Any taxes that bidder might pay as part of purchasing equipment needs to be included in the total prices listed in their bids to cover those costs.
3. **Q** – Can you please advise if there is a target budget for the City of St Johns Playground Equipment project?
A – There is not a specific budget identified for this project. The City of St. Johns, St. Johns Area Community Fund, and other project partners have been actively fundraising to construct this project and those efforts continue.

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.

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

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