

VILLAGE OF ALMONT

INVITATION TO BID

SIDEWALK CONSTRUCTION

July 2016

VILLAGE OF ALMONT
INVITATION TO BID

SIDEWALK IMPROVEMENT PROJECTS

REVISED

The Village of Almont is soliciting quotes for the following work:

- Constructing original sidewalk on Kidder Road between McIntosh and the bike path [~~264~~
~~SF 269 Lineal Feet~~]
- Must meet all Americans with Disabilities Act requirements

All Contractors must submit proof of liability insurance acceptable to the Village of Almont. Before submitting a bid, each bidder shall: (1) examine the Bid Documents thoroughly; (2) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work; and, (3) study and carefully correlate bidder's observations with the Almont Department of Public Works.

Modifications proposed by bidders may be considered; however, final determination as to the suitability and compliance of such modifications with the scope of proposed work will be made by the Village.

Any bidder may withdraw his / her bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

Each bid shall be considered binding and in effect for a period of forty-five (45) days after the date of opening, which shall occur **on August 1 at 1:00 p.m.**

An "agreement" between the Village and Contractor will be executed only after the required Certificates of Insurance and copies of valid Licenses are submitted.

In accordance with Act No. 453, Public Acts of 1976, the Village of Almont does not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual's ability to perform the job.

Bids must be submitted to the Village of Almont at 817 N. Main Street, Almont, Michigan 48003 on or before **1:00 p.m. on August 1, 2016** or via fax (810-798-3397) or via email to smoyer-cale@almontvillage.org. **It is the bidder's responsibility to confirm the Village has received their bid prior to the scheduled bid opening.**

The Village retains the right to reject any and/or all bids submitted to it (or portions thereof) and to accept any alternative cost proposals submitted for its consideration. In addition, the Village reserves the right to reduce the amount of work for which a quote is herein being requested in its sole discretion.

Bids will be opened at the Almont Village Offices located at 817 N. Main; Almont, MI 48003 at **1:00 p.m. on August 1, 2016.**

The successful bidder will be required to complete the work by **June 30, 2017 unless otherwise authorized by the Village.** The Village of Almont reserves the right to complete the work at the expense of the Contractor, if the work is not completed by that date.

**VILLAGE OF ALMONT
WORK AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the VILLAGE OF ALMONT, Michigan, a Michigan Municipal Corporation, and _____, hereinafter referred to as the Contractor, for the considerations stated herein, agree as follows:

1. The Contractor agrees to forthwith perform specified services and to the terms of the indemnification agreement.
2. The work performed will conform to all local, state, and federal laws.
3. The Village of Almont shall pay to the Contractor, and the Contractor shall accept as full payment for the performance of this work, subject to any additions or deductions provided and mutually-agreed upon, the total sum \$_____.

Such payment shall be made based on as-constructed final quantities when the work has been completed to the Village of Almont's satisfaction, unless otherwise adjusted by the Village to provide for partial payments during the completion of more extensive work.

4. The Contractor agrees to complete the project by **June 30, 2017 unless otherwise authorized by the Village.** Contractor agrees that as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Village of Almont \$75.00 for each day that expires after the time specified until the Work is complete.
5. The Village shall assume responsibility for repairing or replacing any lines, pipes, wires, hoses or other designated items (within the agreed-upon work area) that were not staked prior to paving and become damaged by the contractor. The contractor shall assume the full and complete responsibility for repairing or replacing any lines, pipes, wires, hoses or other designated items that have been previously staked (before paving begins) within the agreed upon work area or any lines, pipes, wires, hoses or other items or materials outside of the designated work area which become damaged by the contractor at no additional cost to the owner. The contractor must make every reasonable and conscious effort to protect the property of the Village from damage and respect the safety of its residents and guests.
6. *Waivers of Lien* – Prior to the Village of Almont issuing final payment, the Contractor shall provide the Village of Almont *Waivers of Lien* for all subcontractors and suppliers.
7. This agreement shall be binding upon the personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

VILLAGE OF ALMONT
A Municipal Corporation

By: _____

By: _____

(Contractor's Name)

By: _____

(Signature - Authorized Officer)

(Print or Type Name and Title)

Indemnification

I, the Contractor, agree to indemnify, hold harmless, and defend the Village of Almont or its authorized Representative from and against any and all loss, damage, or expense which the Village of Almont or its authorized Representative may suffer or for which the Village of Almont or its authorized Representative may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the Contractor in the execution of the work to be performed under the contract with the Village of Almont dated the _____ day of _____, 2016.

Date: _____

By: _____

(Contractor's Signature)

(Print or Type Name and Title)

(Company Name)

STATE OF MICHIGAN

SS.

COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 2013.

Notary Public:

_____ County,
Michigan

My Commission expires:
