

**BID DOCUMENTS**  
**FOR**  
**DOWNING DRIVE WATER TOWER FENCING**



**CITY OF OWOSSO**  
**301 W. MAIN STREET**  
**OWOSSO, MICHIGAN 48867**

**January 24, 2024**

**NOTICE TO BIDDERS**  
**DOWNING DRIVE WATER TOWER FENCING BID**  
**FOR THE CITY OF OWOSSO, MICHIGAN**

Sealed bid proposals will be received by the City of Owosso for the:

**DOWNING DRIVE WATER TOWER FENCING BID**

**Major items include:** Contractor is to install approximately 320 lineal feet of 8 foot, 2 inch mesh chain link fence, one 24 foot swinging gate, two 6 inch concrete filled bollards, supplying miscellaneous materials.

Sealed proposals should be addressed to:

Bid Coordinator  
City of Owosso  
301 W. Main Street  
Owosso, Michigan 48867

Bids will be accepted until **3:00 p.m. Tuesday, February 20, 2024** for the **DOWNING DRIVE WATER TOWER FENCING BID** at which time bids will be publicly opened and read aloud.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

**DOWNING DRIVE WATER TOWER FENCING BID**

The bidder agrees that if the City accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the lump sum price names in the bid proposal and will provide proof of insurance.

**No work can begin before April 1, 2024 and all work is to be completed by June 7, 2024**

Hard copies of the proposal and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) or on the MITN website at [www.mitn.info](http://www.mitn.info).

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

**INQUIRIES/ADDENDUMS**

Addendums will be available on the city's website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) and on the MITN website at [www.mitn.info](http://www.mitn.info).

All inquiries regarding this bid must be received at least (7) calendar days prior to the submission and shall be addressed to the Bid Coordinator. Inquiries shall be received in, and responded to, in writing via FAX at 989-723-8854 or by e-mail: [David.Haut@ci.owosso.mi.us](mailto:David.Haut@ci.owosso.mi.us)

### INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Insurance coverage – The winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the bid response:**
  - a. **Bid Proposal**
  - b. **Signature Page & Legal Status/Acknowledgement of Addendum(s)**
  - c. **Local Preference Affidavit**
  - d. **W-9 Request for Taxpayer ID No. and Certification**



**SIGNATURE PAGE AND LEGAL STATUS**

On behalf of \_\_\_\_\_, I hereby submit this proposal for **2023-2024 SAND, GRAVEL & LIMESTONE BID** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

**Bid proposal by (Name of Firm):** \_\_\_\_\_

**Legal status of bidder.**

**Please check the appropriate box and USE CORRECT LEGAL NAME.**

Corporation

State of Incorporation: \_\_\_\_\_

Partnership

List of names: \_\_\_\_\_

DBA

State full name: \_\_\_\_\_

Other

Explain: \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

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

**Signature of Bidder:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**City, Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signed this**

**Day of**

**2024**

**Bidder acknowledges receipt of the following Addenda:**

**ADDENDUM NO:** \_\_\_\_\_

**BIDDER'S INITIALS:** \_\_\_\_\_

**SPECIFICATIONS**  
**Water Treatment Plant Fencing**  
**Page 1 of 2**

- A.** The fencing and gate are to be installed as shown on the attached Sheets. The contractor is to install approximately 320 lineal feet of 8 foot, 2 inch mesh chain link fence, one 24' swinging gate, two 6 inch concrete filled bollards and supply all miscellaneous materials and work to the fence project in a workman like manner. The work shall be in accordance with the specifications below unless otherwise approved by the City in advance of installation. If not directly specified, miscellaneous installation details shall be in accordance with generally accepted standards for heavy duty commercial or industrial chain link fence. Bidders to be qualified (responsible and responsive) must be experienced fencing contractors with a demonstrated ability to provide the specified materials and perform the work in timely and professional manner. Contractor is reminded to contact MISS DIG three (3) working days prior to work start.
- B. Material Specification:**
1. All posts and rails to be schedule 40 hot dipped galvanized steel pipe of the following dimensions:
    - Top rail: 1 & 3/4 inch outside diameter
    - Intermediate posts: 2 & 1/2 inch outside diameter
    - Corner posts: 3 & 1/2 inch outside diameter
    - End posts: 3 & 1/2 inch outside diameter
    - Gate posts: 4 inch outside diameter
    - Gate frame: 2 inch outside diameter minimum or equivalent
  2. All posts to be of sufficient length for 8' fabric and 36" depth of bury encased in concrete, except gateposts are to have a 42" minimum depth of bury. Holes and concrete encasement shall be 8" minimum diameter for line posts, 10" minimum for corner or end posts, and 12" minimum for gate posts. Holes and concrete fill shall generally be 6 inches deeper than the bottom of the posts, except that additional depth or width may be required if unstable soils are encountered. Note that the general character of the ground is sandy gravel overlain by topsoil. Concrete fill shall generally be terminated 3 inches below finished grade.
  3. Fabric is to be 2-inch mesh; 8' high, 9 gauge with barbed selvage, with aluminum ties with a minimum 1-foot spacing on posts and 1.5 foot spacing on rails.
  4. All tension bars, tension bands, fence caps, carriage bolts, nuts and miscellaneous Gate hardware to be galvanized steel appropriately sized for the posts and rails specified.
  5. Posts are to be evenly spaced with a maximum of 10 feet between posts.
  6. Gates are to be of welded steel construction with heavy-duty hinges. Gate fabric shall match that specified for the fence. Rolling gates are to be suitable for future application of electric actuators. Swinging gates to include truss rod and adjustable take-up turnbuckle.
  7. Line post caps throughout are to allow for future application of extensions for barbed wire comparable to the line post caps on the existing fencing. End and gate post caps to be domed and tight fitting on the posts.

**SPECIFICATIONS**  
**Water Treatment Plant Fencing**  
**Page 2 of 2**

C. Installation:

1. Corners and fence alignment to be in accordance with the plan and the field layout approved by the City prior to installation.
2. Loose soil from the excavation of postholes may be raked into the adjacent grade except that rocks and debris shall be removed from the site.
3. Posts to be plumb with even top alignment and securely set in concrete before application of hardware and fabric. Fabric to be stretched tight and securely fastened to posts and top rail.
4. Costs for secure connections at the area of the new 24-foot gate shall be included in the lump sum bid price for the work.

## GENERAL CONDITIONS

### 1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

### 2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

### 3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly executed claim voucher. The final payment will be made by the city when materials, supplies, equipment, or the work done have been fully delivered or completed to the full satisfaction of the city.

### 4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### 5. UNIT PRICES

Prices should be stated in units of quantity specified.

### 6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

### 7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

### 8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

### 9. COMPETITIVE BIDDING STATUTES



The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

#### 10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

#### 11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

## LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.  
The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

**AFFIDAVIT**

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

\_\_\_\_\_  
Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

\_\_\_\_\_  
Business name and address of sub-contractor

\_\_\_\_\_  
Percentage of contract

..

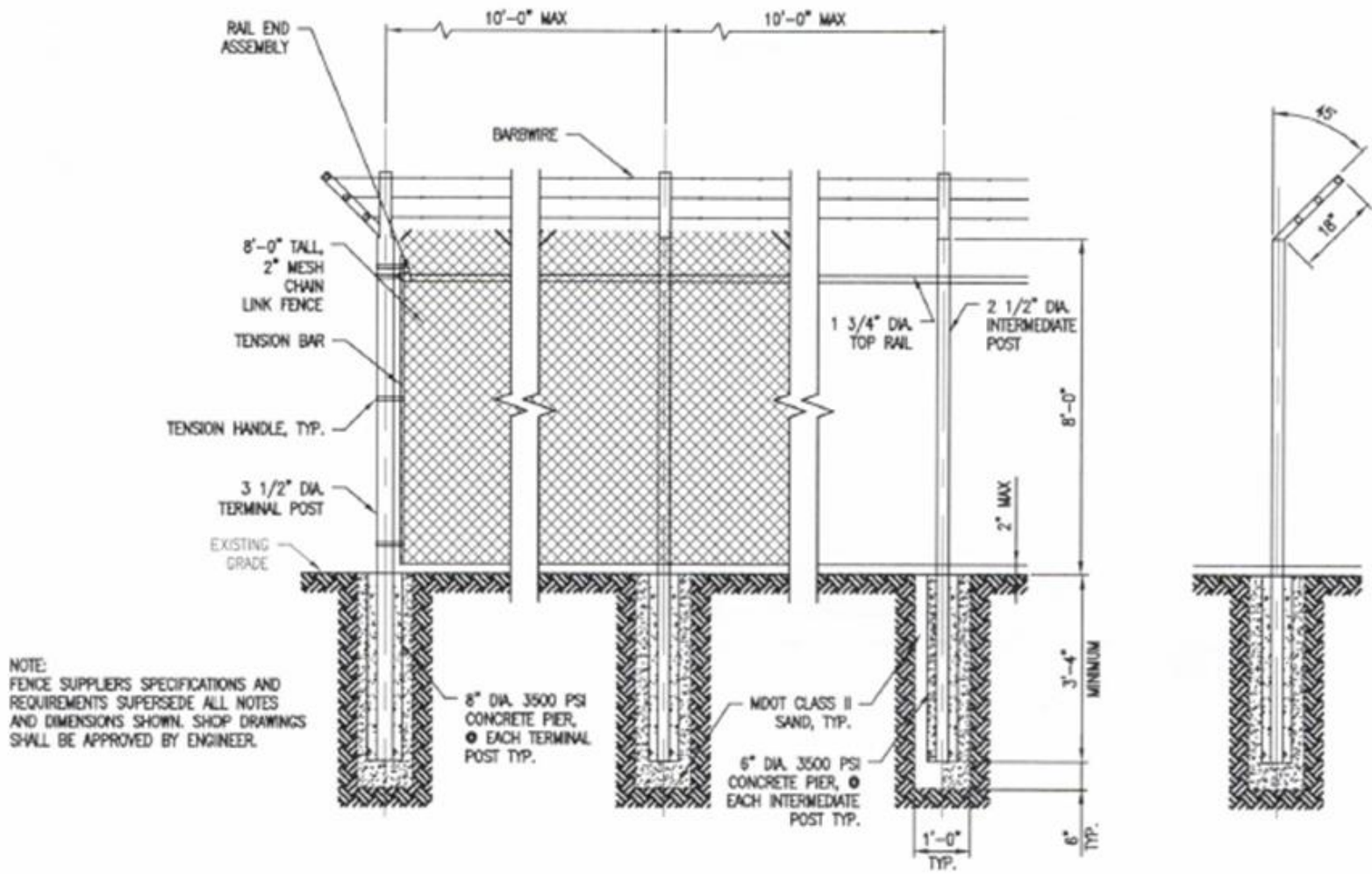
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Authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Date

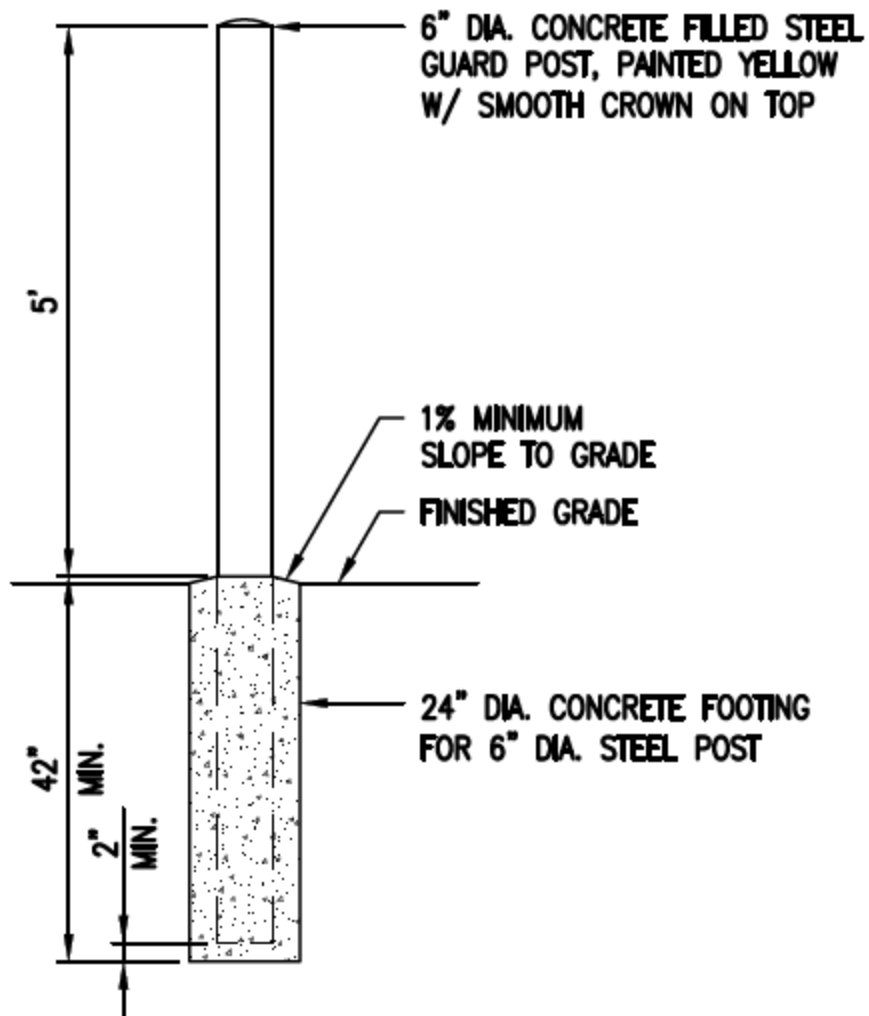




NOTE:  
 FENCE SUPPLIERS SPECIFICATIONS AND REQUIREMENTS SUPERSEDE ALL NOTES AND DIMENSIONS SHOWN. SHOP DRAWINGS SHALL BE APPROVED BY ENGINEER.

CHAIN LINK FENCE W/ BARBWIRE DETAIL

NO SCALE



## BOLLARD DETAIL

NO SCALE

