

**CITY OF BURTON  
2015 STREET SWEEPING CONTRACT**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR**

**MAJOR AND LOCAL STREETS**

**CITY PARKING LOTS**

**PAULA K. ZELENKO, MAYOR**

Prepared By:

CITY OF BURTON  
PURCHASING DEPARTMENT  
4303 S. CENTER ROAD  
BURTON, MICHIGAN 48519  
PHONE (810) 743-1500

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**ADVERTISEMENT FOR BIDS**

**CITY OF BURTON  
2015 STREET SWEEPING**

RECEIPT OF PROPOSALS

Sealed proposals for street sweeping services are invited and will be received by the City of Burton, a Michigan Governmental Corporation (hereinafter referred to as the Owner) at Burton City Hall 4303 S. Center Rd., Burton, Michigan 48519 on or before **August 12, 2015 no later than 10:00 A.M.** local time. Immediately thereafter all bids received will be publicly opened and read aloud.

GENERAL DESCRIPTION OF WORK

Bids are solicited under a general contract for the following approximate quantities of work:

1. Sweep approximately 38.81 curb miles of Major Streets curb & gutter.
2. Sweep approximately 54.51 curb miles of Local Streets curb & gutter.
3. Sweep 561 curb & gutter radiuses of Major and/or Local Streets at various locations.
4. Sweep 8 City parking lots equaling approximately 26,947 square yards.
5. Sweeping Per Hour.
6. Emergency Sweeping Per Hour.

The City reserves the right to omit any or all of these items from the contract or to increase or reduce the miles or square yards swept at the unit prices as bid, with no increase in unit price by the contractor.

#### OBTAINING CONTRACT DOCUMENTS

A copy of all contract documents are on file and available for review at the City of Burton Purchasing Department, 4303 S. Center Road, Burton, Michigan 48519, or may be requested by sending an email to [b.moulton@burtonmi.gov](mailto:b.moulton@burtonmi.gov).

#### PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a certified check, cashiers check, money order, or bid bond in an amount not less than five percent (5%) of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening.

If a bidder is given a "Notice of Award" and fails to execute the contract as required by the specifications within fifteen (15) calendar days after the notice, he shall forfeit all claims to the contract and the amount of security submitted with his proposal shall be forfeited as liquidated damages.

#### ACCEPTANCE OF PROPOSAL

The right is reserved by the Owner to accept any proposal, to reject any proposal, and waive irregularities in proposals.

#### WITHDRAWAL OF PROPOSAL

No bids may be withdrawn after the above date and time for receiving bids for a period of ninety (90) days.

City of Burton  
4303 S. Center Road  
Burton, Michigan 48519  
(810) 743-1500

## **INSTRUCTION TO BIDDERS**

### GENERAL

These instructions together with the project specifications and contract agreement shall constitute the terms and conditions of the agreement between the successful bidder and the City of Burton.

### PREPARATION OF THE PROPOSAL

A bid on this project shall be made on the proposal form included with this document. Bidders are warned against making any erasures or alterations of any kind. Any proposal which contains omissions, erasures, conditions, alterations, or additions not called for may be rejected at the discretion of the Owner.

Proposals shall not be removed from the bound document. Each proposal shall be submitted in a sealed envelope clearly identifying the project and the name of the bidder.

### SIGNING OF PROPOSALS

If the bidder is a Corporation, the legal name of the Corporation shall be set forth together with the signature of the Officer or Officers authorized to sign the contracts on behalf of the Corporation. If the bidder is a Co-Partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If the signature is by an agent other than an officer of a Corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids, otherwise the bid may be disregarded as irregular and unauthorized. If the bidder is a corporation, then it shall attach a resolution of its Board showing the authority of the person authorized to execute the contract.

### REJECTION OF PROPOSALS

Proposals will be rejected if the bidder fails to fill in any unit price or if the proposal is prepared in pencil. Collusion between bidders will be sufficient cause for the rejection of all proposals affected thereby. A bid that is qualified is subject to rejection by the Owner at his discretion.

### CONSIDERATION OF PROPOSALS

Proposals received will be compared on the basis of total bid prices. A single contract will be prepared and executed covering all work called for in this document.

#### EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Prospective bidders shall be responsible for ascertaining all existing conditions under which the proposed work will be performed. Each Bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the contract agreement. The failure of any bidder to receive or examine any form, instrument, addendum or other document, or to be aware of existing conditions shall in no way relieve the Bidder of any obligations with respect to the bid or to the contract.

Each bidder shall make a determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under any conditions encountered or created, without extra cost to the City.

#### WITHDRAWAL OF PROPOSALS

A Bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received prior to the time specified for opening proposals.

No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ninety (90) days after the scheduled time for receiving bids.

#### PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a certified check, cashiers check, money order, or bid bond in an amount not less than five percent (5%) of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening.

If a Bidder is given a "Notice of Award" and fails to execute the contract as required within fifteen (15) calendar days after the notice, he shall forfeit all claims to the contract, and the amount of the security submitted with his proposal shall be forfeited as liquidated damages.

#### PUBLIC OPENING OF PROPOSAL

All proposals will be opened publicly and read aloud at the time and place hereinbefore specified. Only the total amount of each bid will be read.

All contractors bidding this project and submitting a written request to the Owner will be given a tabulation of all bids received.

### BIDDERS QUALIFICATION

No proposal will be considered from any bidder unless known to be skilled and regularly engaged in work of character similar to that covered by this document.

In order to aid the Owner in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Owner to do so, furnish evidence satisfactory to the Owner of the Bidder's experience and familiarity with work of the character specified herein.

### AWARD OF CONTRACT

The Owner will award the contract for street sweeping to the lowest responsible bidder within a period of ninety (90) days after the opening of the bids.

The bid security received with all bids, except the security submitted with the two (2) lowest bids, will be returned within ten (10) days following the receipt of bids. The bid security of the two (2) lowest acceptable proposals will be returned after the Owner awards to the successful bidder and the required performance bond, insurance, and contract are furnished to the Owner.

### LENGTH OF CONTRACT

Once executed, the terms and conditions of this Street Sweeping Contract shall be in full force and effect from date of award to December 31, 2016. The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time, through calendar year 2018, upon mutual agreement of both parties. Pricing, terms and conditions of renewal to be determined.

### PREVAILING WAGE

This project is subject to the provisions of the Prevailing Wage Act, MCL 408.551. The rates of wages and fringe benefits to be paid to each class of successful bidder's employees shall not be less than the wage and fringe benefit rates, prevailing in the locality in which the work is to be performed. Prevailing wage and benefit rates are determined by the Commissioner of the Michigan Department of Labor. The successful bidder must post a copy of all prevailing wage and benefit rates as prescribed by the Michigan Department of Labor. Violations of the prevailing wage act are a misdemeanor, and may, at the option of the City of Burton, be considered a material breach of this contract, cause the immediate termination thereof, and subject the contractor to costs associated therewith. To get a current copy of Prevailing Wage Schedule, please contact the Bureau of Employment Standards Wage Hour Administration.

**CITY OF BURTON  
GENESEE COUNTY, MICHIGAN**

**RESOLUTION**

At a regular Council Meeting of the Burton City Council held on the 7<sup>th</sup> day of July, A.D., 1980,

IT WAS RESOLVED, by City Council of the City of Burton that:

1. Every construction contract executed by the City of Burton or by the contracting agent must contain express terms as follows:

a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractors and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wages and fringe benefits currently prevailing within the City of Burton.

b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, sex or age.

c. Residency: Any contractor or employer of construction employees on projects covered by this resolution shall, when available, employ a majority of employees residing within the geographical areas of Genesee, Lapeer, or Shiawassee Counties, State of Michigan.

2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the City of Burton, on projects of a character similar to that being contracted under collective agreements or understandings between bona fide organizations of construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates of wages and fringe benefits shall be made a part of the specifications for the work to be performed.

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the name and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract, and provide such records when requested by an interested party or person.



4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided for by State and Federal law.

5. If any interested party or person may challenge the performance of the contractor or subcontractor of the covenants of paragraph 1 above by filing a written complaint with the contracting agent, the contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As use herein,

a. "Contracting Agent" means an officer, board, commission or organization which received directly or indirectly monies or properties from or on behalf of the City of Burton, including without limitation, a lessee or sub-lessee of land owned by the City of Burton.

b.

b. "Contract" means any agreement, as a result of competitive bids or otherwise, for a new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads, which is to be performed in the City of Burton and either on City of Burton property or financed by or through the City of Burton.

c. "Construction Mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office or custodial employees, and shall not include City of Burton employees who are working pursuant to a collective bargaining agreement between said City and a bona fide labor organization.

7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, Title 40, Section 276A, et seq.) or which contain provisions requiring the payment of prevailing wages as determined et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations of construction mechanics and their employers, are exempt from the provisions of this resolution.

8. Any lease of property owned by the City of Burton shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of buildings, works, bridges, highways or roads on such property shall be considered work on public buildings, works, bridges, highways or roads within the meaning of provisions 6(b) of this resolution and that the lessee or any sub-lessee will be bound by the provisions of this resolution.

9. It is the intent of this City Council that every contracting agent shall adopt the preceding paragraphs of this resolution.

10. The City of Burton Controller and the City of Burton Engineer are hereby directed to effectuate this resolution on behalf of this Council within their respective spheres of responsibility.

11. The City Clerk is hereby directed to forward to each City Council member, elected official, agency and department a copy of this resolution and a notation of the adoption of it.

12. If any portion of the resolution is declared illegal, the remainder, so far as practicable, shall remain in full force and effect.

CERTIFICATION

The above resolution was duly adopted by the City Council of the City of Burton at a regular meeting of the City Council, held at City Hall, in the City of Burton at seven o'clock P.M. on July 7, A.D., 1980, in conformance with Act 267 of Public Acts of Michigan 1976 by the following vote:

Ayes: 7  
Nays: 0

Dated July 8, 1980  
Darene Woodbury  
Burton City Clerk

5% BID BOND TO BE SUPPLIED BY CONTRACTOR.

**PROPOSAL**

TO THE CITY OF BURTON  
GENESEE COUNTY, MICHIGAN

The undersigned, having become familiar with the local conditions affecting the work to be done and with the Instruction to Bidders, Contract, Bond Form, Plans and Specifications on file at the City of Burton Office, hereby proposes to furnish all labor and equipment and perform all the work shown on the plans and described in the specifications designated as "City of Burton, 2015 Street Sweeping" for the following unit prices:

**BID ITEMS**

**Initial Sweep (Year 1)**

<b>No.</b>	<b>Description of Work</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
*1	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$	\$
*2	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$	\$
*3	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$	\$
*4	Sweep City Parking Lots	26,947	Square Yards	\$	\$

**Second Sweep (Year 1)**

<b>No.</b>	<b>Description of Work</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
*5	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$	\$
*6	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$	\$
*7	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$	\$
*8	Sweep City Parking Lots	26,947	Square Yards	\$	\$

**First Sweep (Year 2)**

<b>No.</b>	<b>Description of Work</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
*9	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$	\$
*10	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$	\$
*11	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$	\$
*12	Sweep City Parking Lots	26,947	Square Yards	\$	\$

**Second Sweep (Year 2)**

<b>No.</b>	<b>Description of Work</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
*13	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$	\$
*14	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$	\$
*15	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$	\$
*16	Sweep City Parking Lots	26,947	Square Yards	\$	\$

**Emergency Sweeps if Necessary**

**17	Sweeping Per Hour / Per Sweeper	5 hr.	Per Hour	\$	\$
***18	Sweeping Per Hour on Emergency Call -	5 hr.	Per Hour	\$	\$

TOTAL - ITEMS 1-18

\$ \_\_\_\_\_

\*The City reserves the right to omit any or all of these items from the contract or to increase or to reduce the miles or square yards swept at the unit prices as bid, with no increase in unit price by the Contractor.

\*\*Sweeping Contractor to respond within 48 hours.

\*\*\*Sweeping Contractor must respond within 4 hours or the City has the right to call in another sweeping contractor irrespective of the contract, and current sweeping contractor will be billed for the cost of sweeping.

- The first year of the contract shall include an initial sweep and a second sweep.
- Subsequent years shall include a first sweep and a second sweep. Base contract shall be in effect until December 31, 2016.
- There will be two optional bilateral extension years. Price adjustments, if any, must be approved by both parties. The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time, through calendar year 2018, upon mutual agreement of both parties. Pricing, terms and conditions of renewal to be determined.

-  
**\*\*NOTE\*\*** No written qualifications on any proposal will be accepted, bids will be rejected if altered.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, he will, within fifteen (15) consecutive calendar days after receiving notice on the acceptance of such proposal, enter into contract, in the appropriate form to furnish the labor and equipment necessary for the full and complete execution of work at and for the prices named in his proposal. He will furnish to the Owner all required insurance certificates and policies, and furnish such surety as shall be approved by the Owner for the faithful performance of such contract.

The undersigned attached hereto a (Bidder's Bond) (Certified Check) \_\_\_\_\_ in the \_\_\_\_\_ sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as required in the Advertisement and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the Owner may, at its option, determine that the undersigned has abandoned his rights and interest in such proposal and that the certified check or Bidder's Bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds or upon the rejection of his proposal.

In submitting this bid it is understood that the right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept by bid, or any combination of bids, which is considered most favorable to the Owner.

The successful Bidder further agrees to hold his prices firm until \_\_\_\_\_ or until such time as the contract has been fully executed.

Name of Bidder \_\_\_\_\_  
By \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Business Address \_\_\_\_\_  
Zip Code \_\_\_\_\_



## BIDDER'S GENERAL QUESTIONNAIRE

Please give the following information regarding your proposal for this bid:

1. Number of years experience in this work: \_\_\_\_\_

2. List number and types of equipment to be used if awarded this bid:

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3. List the municipalities that you have contracted with during the past ten (10) years for this type of work:

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4. Name of your Bank and other Financial References:

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5. Name of your Insurance carrier:

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6. Comments:

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Signed: \_\_\_\_\_

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

Name and Address of Firm: \_\_\_\_\_

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Date: \_\_\_\_\_

**LEGAL STATUS OF BIDDER**

A Corporation duly organized and doing business under the laws of  
the State of \_\_\_\_\_ for whom  
\_\_\_\_\_ bearing the official title of  
\_\_\_\_\_ whose signature is affixed to this  
proposal, is duly authorized to execute contracts.

A Partnership, all of the members of which with addresses are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

An Individual, whose signature is affixed to this proposal.

(The Bidder shall fill out the appropriate form and strike out the other two.)

**NOTICE OF AWARD**

TO:

PROJECT DESCRIPTION:

**2015 STREET SWEEPING CONTRACT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 30, 2015 and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND and Insurances within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and Insurances within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Burton

(Owner)

By: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the NOTICE OF AWARD is hereby acknowledged this, \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

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

**CONTRACT**

**CITY OF BURTON**

**GENESEE COUNTY, MICHIGAN**

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Burton, a Michigan Governmental Corporation, herein \_\_\_\_\_ called \_\_\_\_\_ the "Owner" and \_\_\_\_\_, doing business at \_\_\_\_\_ and County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees to commerce and perform street sweeping and appurtenant services as called for in the contract documents designated as "City of Burton 2015 Street Sweeping", and to furnish all machinery, equipment, tools, superintendents, labor, bonds, insurance, and other accessories necessary to complete the said work, all in conformance with the contract documents, the plans and specifications therefore as prepared by the Department of Public Works for the City of Burton, herein entitled the Owner.

All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence street sweeping under this contract no later than ten (10) working days following receipt of a written work order from the Owner requesting him to do so.

The Owner agrees to pay the Contractor in current funds for the performance of the contract subject to the actual miles of work completed by the Contractor.

This contract shall remain in full force and effect until December 31, 2016. The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time, through calendar year 2018, upon mutual agreement of both parties. Pricing, terms and conditions of renewal to be determined.

IN WITNESS WHEREOF: The parties to these present have executed this contract in all counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

WITNESS:

CITY OF BURTON

\_\_\_\_\_  
Paula K. Zelenko, Mayor

\_\_\_\_\_  
Teresa Karsney, Clerk

CONTRACTOR:

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Name & Title \_\_\_\_\_

Attest \_\_\_\_\_

Name & Title \_\_\_\_\_

Note: If Contractor is a Corporation, Secretary should attest. Submit authorized by Board for signer.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, as principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto The City of Burton in the amount of five Thousand Dollars (\$5000.00) to be paid to the Owner for which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigned firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said \_\_\_\_\_, did, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by articles that date enter into contract with the said Owner for the

**2015 STREET SWEEPING CONTRACT**

NOW THEREFORE, if the said Contractor shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue and in the event that said Owner shall extend the time for the completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of time or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESS

_____	_____ (seal)
_____	_____ (seal)
_____	Principal _____ (seal)
_____	_____ (seal)
_____	_____ (seal)
	Surety

## INSURANCE

### A. GENERAL

The Contractor shall not begin construction, nor shall he allow any sub-contractor to commence work under this contract until all insurance requirements stated in this section have been complied with.

### B. REQUIRED INSURANCE

The Contractor shall procure and maintain during the life of this contract, the following minimum insurance coverages.

#### 1. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall furnish to the Owner satisfactory proof that he has taken out, for the period covered by the work under this contract, full Workman's Compensation Insurance, as required by Michigan law, for all persons which he may employ in carrying out the work contemplated under this contract. In case any work under this contract is sublet, the prime contractor shall require each sub-contractor to provide Workman's Compensation Insurance for all the sub-contractor's employees to be engaged in such work.

The Owner will accept a certificate that the contractor is covered with Workman's Compensation Insurance. The certificate shall include but be not limited to, the policy number, the effective date, the expiration date, and the statement that coverage is provided for the class of employees doing street paving and excavating work. In case any class of employees engaged in street paving is not protected under the Workman's Compensation Insurance policy, the Contractor shall provide, and shall cause each of his sub-contractors to provide, adequate Employers' Liability Insurance for the protection of the employees not so protected. The minimum Employer's Liability Insurance shall be one hundred thousand dollars (\$100,000.00).

#### 2. CONTRACTOR'S COMPREHENSIVE PROPERTY DAMAGE & BODILY DAMAGE

The Contractor shall take out and pay for and maintain until completion of the work required by this contract, public liability and property damage insurance as shall protect him from claim for personal injury and property damage which may arise because of the work, or from operations under this contract. This insurance shall be on an occurrence basis and shall protect the contractor, against liability arising from: his operations, operations of sub-contractors, completed operations and contractual liability assumed under the indemnity provisions hereinafter insured.

Each of said policies of insurance shall provide coverage in the following minimum amounts:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Comprehensive Bodily Damage	\$500,000 each person \$1,000,000 each occurrence Unlimited aggregate

Contractors desiring to use "excess insurance" or "umbrella coverage" to bring existing policies up to the limitations required by this contract shall submit copies of the policy for review by the Owner. A certificate of excess insurance will not be accepted.

The public liability and property damage insurance shall not be deemed to require the Contractor to have his sub-contractors named as co-insureds in his policy of public liability and property damage, but the policy shall protect him from contingent liability, which may arise from operations of his sub-contractors.

### 3. CONTRACTOR'S MOTOR VEHICLE LIABILITY INSURANCE

The Contractor shall procure and maintain during the life of this contract insurance for the protection of bodily injury and property damage to OTHER persons caused by the operation of his motor vehicles. The limits of liability shall be as follows:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury	\$500,000 each person \$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

In addition to the above insurance on the Contractor's motor vehicles he shall maintain similar insurance for any hired or non-owned vehicle used on this contract. These policies shall cover, by specific endorsement, motor vehicle bodily injury and property damage by the Contractor and all sub-contractors whether with owned or non-owned vehicles.



4. OWNER'S PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall furnish and maintain during the duration of this contract A SEPARATE POLICY of contingency insurance naming the Owner, City of Burton, a Michigan Governmental Corporation, its officers, agents and employees as insureds. The separate policy shall provide coverage to said insureds with respect to all CONTINGENT LIABILITY for damages due to bodily injury, including death resulting therefrom and property damage caused by an accident arising from the street paving and excavation operations performed by the prime contractor or any sub-contractor. This insurance shall protect the insured against contingent liability, which may be imposed upon him by law because of his supervisory acts or omission thereof in connection with the work performed by the general contractor and his sub-contractors. This contingent liability insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

<u>COVERAGES</u>	<u>LIMITS OF CONTINGENT LIABILITY</u>
Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$500,000 each occurrence \$1,000,000 aggregate

This coverage provided by this contingent liability policy is not intended to cover engineers or surveyors professional liability.

The insurance company shall provide five (5) copies of this policy for insertion into the contract document.

C. CERTIFICATES OF INSURANCE

Certificates of insurance will be accepted for all coverages except Owners and Contractors Protective Liability Insurance and excess insurance for Contractors Comprehensive Property Damage and Bodily Injury. These certificates shall clearly state that the authorized representative of the insurance company has complied with the provisions as required by this insurance section. The certificate must state which particular project is covered by that particular certificate.

#### D. NOTICE OF CANCELLATION

All insurance policies and certificates required by this contract must include an endorsement providing ten (10) days prior written notice of termination, expiration or material change in terms to be provided to the Owner. The Contractor shall cease operations on the occurrence of any such event, and shall not resume operations until new insurance is in force.

#### E. HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Owner and all of their officers, partners, agents and employees from and against all loss of expense (including court costs and attorney's fees) by reason of liability imposed by law upon the Owner for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Contractor, his sub-contractors, the Owner, their officers, partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner.

NOTE: This Certificate of Insurance must be executed after the award of the contract and before work commences.

## **PROJECT SPECIFICATIONS**

### **SCOPE OF WORK**

The work to be done under these specifications includes the furnishing of all labor and equipment necessary for the performance of designated street and parking lot sweeping and cleaning services.

ALL SWEEPING WORK SHALL BE DONE BETWEEN THE HOURS OF 7:00 AM. AND 3:00 P.M., MONDAY THROUGH FRIDAY, UNLESS APPROVED TO THE CONTRARY BY THE DIRECTOR OF PUBLIC WORKS. Sweeping shall not be done on Holidays or when adverse weather conditions exist.

### **DEFINITIONS**

**DEBRIS:** Any material normally picked up by a mechanical sweeper such as sand, salt, glass, paper, cans, and other material. It shall also include such items as large stones, tree limbs, wood, cable, rubber, car and truck parts, and other such materials in the areas to be swept.

**STREET:** The paved area between the normal curb line of a roadway whether an actual curb line exists or not.

**PARKING LOT:** Shall mean the City owned parking lots at City Hall, 4303 South Center Road; DPW, 4093 Manor Drive; The Burton Senior Citizen's Activity Center, 3410 South Grand Traverse Road; Burton Police & Fire Building, 4090 Manor Drive; Burton Memorial Library, 4012 Atherton; Fire Station #1, 2035 Bristol; Fire Station #2, 1320 S. Belsay; and Fire Station #3, 4515 Davison.

**ADVERSE WEATHER CONDITIONS:** Shall mean heavy rains, extreme cold and snow, and other inclement weather as so designated by the City Engineer/Street Superintendent.

**HOLIDAYS:** Shall be New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

### **EQUIPMENT REQUIREMENTS**

The Contractor shall utilize motorized street sweeping equipment suitable for meeting the requirements of this contract. Street sweeping shall be capable of dumping directly into trucks or of transporting debris to suitable dumpsites. Machines must be equipped with an efficient functioning water spray system for dust control, and the spray system must be maintained in good operating

condition. Vehicles must be equipped with gutter brooms and a main broom or vacuum capable of sweeping at minimum an eight feet (8') path. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this contract. Street sweeping equipment must be capable of removing debris. All equipment must conform to federal, state and local safety standards, and shall be properly registered and insured in accordance with the motor vehicle laws of the State of Michigan.

**OWNER'S OBLIGATIONS**

The City of Burton will provide water at Contractor expenses. Hydrant access will be at designated points throughout the City. A list of usable hydrants will be furnished to the contractor by the Superintendent of the Water Department.

**CONTRACTOR'S OBLIGATIONS**

The Contractor must be able to meet all the requirements of the project. It will be the Contractor's responsibility to find adequate disposal sites for dumping debris. The Contractor shall provide all fuel and vehicle maintenance. The Contractor will be required to maintain a record of the number of loads of water that are used daily during the course of the work. This information shall be reported daily to the Water Superintendent.

The Contractor shall conduct all street sweeping in the direction of traffic flow. Street sweeping shall not be conducted when weather conditions are not suitable. The Contractor will be required to perform hand sweeping as needed to remove debris not picked up by his street sweeping equipment. Likewise, the Contractor will be required to remove all leaves, twigs, limbs, rocks, and other obstructions at curb inlets and catch basins.

The Contractor must have a Supervisor or Foreman available at all times to direct operations. This Supervisor or Foreman will report to Owner any problems that occur, and provide daily progress reports.

Proper traffic control and traffic control devices must be maintained at all times.

The Contractor cannot have a sublet or assign this contract in whole or in part without the written authorization of the Director of Public Works.

### **SCHEDULING WORK**

Initial Year: The sweep shall begin within ten (10) days of contract award and shall be completed within 45 days of contract award. Additional sweeps may be requested by the Owner as conditions require. The Contractor will be duly notified of the areas to be swept in a written work order from the City. Once notified, the Contractor will be required to begin the work as soon as practical, but no later than ten (10) working days from receipt of the written notice.

Subsequent years: Street sweeping will be performed in a minimum of one (1) sweep but normally two (2) sweeps. The first sweep shall begin April 1<sup>st</sup> and shall be completed by May 31<sup>st</sup>. The second sweep shall begin October 15<sup>th</sup> and shall be completed by November 30<sup>th</sup>. The second sweep shall start with City major streets. Once the City majors are completed the City local streets can be swept. Additional sweepings will be requested by the City as conditions require. The Contractor will be duly notified of the areas to be swept in a written work order from the City. Once notified, the Contractor will be required to begin the work as soon as practical, not no later than ten (10) working days from receipt of the written notice.

### **PROGRESS REPORT**

The Contractor will be required to notify the City on a weekly basis the status of streets that have been swept. Notification will be by fax. Notification will include a list of streets that have been swept for that week. Notifications will be faxed to the DPW at (810) 742-8015 by noon on Friday.

### **FAILURE TO COMPLETE WORK ON TIME**

The Contractor shall complete the entire project on or before the time specified in the contract or by authorized extension without Liquidated Damages. The Contractor will be charged the amount shown in Table 108-1 of the MDOT 2003 Standard Specifications for each calendar day that the work shall remain uncompleted.

### **DISPOSAL OF DEBRIS**

The Contractor will be responsible to dispose of ALL debris in accordance with DEQ requirements. The Contractor must provide the City of Burton with copies of the dumping slips from a certified dumpsite assuring the City of Burton that the Contractor is in compliance with this requirement. Payment for disposal is included in the bid items.

**PAYMENT FOR WORK**

Payment will be made to the Contractor upon completion of the requested work. Payment will be figured on the actual units of work completed multiplied by the unit prices contained in the proposal.

