

**CITY OF BURTON, MICHIGAN**

**2021  
PAVEMENT PRESERVATION  
PROGRAM**

**DUANE HASKINS, MAYOR**

*Center Road – Mill and resurface, Maple Avenue to Atherton Road*

*McLaren – Mill and Resurface, Columbine Avenue to Fern Street*

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

Prepared By:

**CITY OF BURTON  
DEPARTMENT OF PUBLIC WORKS  
4093 MANOR DRIVE  
BURTON, MI 48519  
PHONE (810) 742-9230**

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## **ADVERTISEMENT**

### **2021 PAVEMENT PRESERVATION PROGRAM**

#### **RECEIPT OF PROPOSALS**

Sealed bids for the Pavement Preservation Program are invited and will be received by the City of Burton, a Michigan Governmental Corporation (hereinafter referred to as the Owner), at the Burton City Hall, 4303 S. Center Rd., Burton, Michigan, not later than **10:00 a.m.** local time on **July 15, 2021**. Immediately thereafter all bids received will be publicly opened and total prices read aloud in the Council Chambers. Alternatively, the bid opening may be held via virtual electronic means should the City of Burton's and/or the State of Michigan's Emergency Orders regarding the COVID-19 pandemic so require. If City Hall becomes closed to the public, information regarding accessing a virtual bid opening will be posted at Burton City Hall and on the City's website [www.burtonmi.gov](http://www.burtonmi.gov).

A copy of all Specifications and Contract Documents are on file for inspection at City of Burton Purchasing Department, 4303 S. Center Road, Burton, MI, alternatively available via electronic option on the City of Burton Website [www.burtonmi.gov](http://www.burtonmi.gov) or can be requested by sending an email to: [j.griffith@burtonmi.gov](mailto:j.griffith@burtonmi.gov) or [p.wingblad@burtonmi.gov](mailto:p.wingblad@burtonmi.gov). Any bid received after the time and date specified will not be considered.

#### **GENERAL DESCRIPTION OF WORK**

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

- |    |        |     |                       |
|----|--------|-----|-----------------------|
| 1. | 75,000 | SY  | COLD MILLING          |
| 2. | 6,500  | TON | HMA 5E3 PG 64-28      |
| 3. | 27,500 | FT  | PVT MARKING 4" YELLOW |
| 4. | 5,500  | FT  | PVT MARKING 4" WHITE  |

Work also includes associated items such as Traffic Control, Structure Adjustments, Pavement Repairs, Curb and Pavement repairs.

#### **OBTAINING CONTRACT DOCUMENTS**

Persons desiring to bid this work may get the Documents, Specifications and Proposal Form upon request at:

City of Burton  
Department of Public Works  
4093 Manor Dr.  
Burton, MI 48519  
(810) 742-9230

General questions may be addressed by emailing questions to Peter Wingblad at [p.wingblad@burtnomi.gov](mailto:p.wingblad@burtnomi.gov).

## **PROPOSAL GUARANTEE**

Each proposal submitted to the Owner shall be accompanied by a Proposal Guarantee in the form of a certified check, cashier's check, money order or bid bond in an amount not less than 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 within fifteen (15) calendar days after the Notice, they shall forfeit all claims to the contract, and the Proposal Guarantee shall be forfeited.

## **SUBMITTING PROPOSAL**

A bid on this project shall only be submitted on the proposal form furnished with the Contract Documents. All proposals shall comply with the conditions listed in the Contract Documents.

## **ACCEPTANCE OF PROPOSAL**

The right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept any bid or combination of bids, which is considered most favorable to the Owner. The Owner may also adjust any work item quantities without adjustment of the bid unit price

## **WITHDRAWAL OF PROPOSAL:**

No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ten (10) days after the bid closing. The bids of the two lowest Bidders shall not be withdrawn after the opening of proposals without the consent of the Owner for a period of sixty (60) days after the bid closing.

## INSTRUCTIONS TO BIDDERS

### 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, M.D.O.T.

All construction shall meet the requirements of the “Michigan Department of Transportation (M.D.O.T.) 2012 Standard Specifications for Construction” and the latest edition of the “M.D.O.T. Road Standard Plans” unless these specifications and plans are modified by the supplemental specifications, special provisions, or construction drawings. Supplemental specifications, special provisions, and construction drawings shall take priority over M.D.O.T. standard specifications and plans.

### INCIDENTAL ITEMS OF CONSTRUCTION

It is intended that all work necessary to complete this project shall be included in the items listed in the proposal. Any other work not specifically listed in the proposal, but necessary to complete the project as required by the drawings and specifications shall be considered as incidental to the project, whether or not said work is specifically mentioned on the drawings or in the specifications.

No additional compensation will be due the Contractor for any work not listed on the proposal, unless otherwise approved by the Owner.

### PREPARATION OF PROPOSAL

A bid on this project shall be made only on the proposal form furnished by the project specifications and included in this document. A proposal may be rejected if it does not contain a price for every item named in the proposal.

Bidders are warned against making any erasures or alterations of the proposal. Any proposal, which contains omissions, erasures, conditions, alterations, or additions not called for, may be rejected at the discretion of the Owner. The person signing the proposal must initial each erasure or change.

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 and address 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 contracts on behalf of the corporation. If the Bidder is a 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 shall be on file with the Owner prior to opening 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 sign the contract.

## **DELIVERY OF PROPOSALS**

All proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his proposal is received by the Owner prior to the scheduled time for opening proposals. Any proposal received after the said time for opening proposals shall be returned to the Bidder unopened.

All proposals shall be delivered to the Owner in sealed envelopes. The outside of the envelope containing the bid shall bear the name of the Bidder, his address, his license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner. If being hand-delivered, contact City Hall at (810) 743-1500 Ext. 1801 prior to delivery to ensure it is open.

Submit bids to the following address:

Burton City Hall  
Attn: Clerk's Office  
4303 S. Center Road  
Burton, MI 48519

## **CONSIDERATION OF PROPOSALS**

The proposals received will be compared on the total base bid. In case of discrepancy between the total base bid shown in the proposal and that obtained by adding the products of the quantities of items and the unit prices, the unit prices as contained in the proposal shall govern, and any errors found in said products and in the addition of said products will be corrected.

## **REJECTION OF PROPOSALS**

Proposals may be rejected if the Bidder fails to fill in any unit prices or if the unit prices are prepared in pencil. The Owner reserves the right to reject a proposal that does not comply with all the requirements of this document or any other documents; however, he may waive any minor defects or informalities at his discretion. Bidders who submit qualifying letters with their proposals may be disqualified at the Owners discretion. The Owner further reserves the right to reject any or all proposals. Collusion between Bidders shall be sufficient cause for the rejection of all proposals affected thereby.

## **WITHDRAWAL OF PROPOSALS**

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ten (10) days after the bid closing. The bids of the two lowest Bidders shall not be withdrawn after the opening of proposals without the consent of the Owner for a period of ninety (90) days after the bid closing. Should there be reasons why the contract cannot be awarded within this specified period, the bid hold period may be extended by mutual agreement between the Owner and Bidder.

## **BASIS OF BIDS**

Bids are solicited on the basis of unit prices for work complete, as provided for and described in the bid proposal form. The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable, are to be regarded as approximate only, and are for the general guidance of the Bidders as a basis upon which the different bids may be compared. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents.

The failure of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to his bid. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the drawings and specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

## **INCREASE OR DECREASE IN QUANTITIES**

The Owner reserves the right to increase or decrease the contract quantities without affecting the unit price of the item of work.

## **INTERPRETATION OF CONTRACT DOCUMENTS**

Each Bidder shall carefully examine the proposal forms, construction drawings, and project specifications and shall visit and inspect the site of the proposed work and take such other steps as may be reasonably necessary in order to ascertain the nature and location of the proposed work, the general and local conditions which may affect the work or the cost thereof, and all other relevant matters concerning the work to be performed. Before submitting a proposal, each Bidder shall personally make his own determination as to the soil conditions and sub-soil conditions in the area of the proposed work. Each Bidder shall be held to have determined to his own satisfaction the conditions he will encounter in the construction of the work, including sub-soil conditions, and he shall be prepared to complete the work in whatever material and under whatever conditions he may encounter or create without extra cost to the Owner.

Prospective Bidders shall be responsible for verifying the accuracy of all measurements, methods of fabricating and constructing, and all other details, which have been, specified in the contract specifications and on the contract drawings.

Failure of the Bidder to make these examinations will not relieve him of the responsibility of properly estimating the cost of or the difficulty of successfully performing the proposed work, and no claims for additional compensation will be allowed or entertained by reason of said failure on the part of the Bidder.

The submission of a bid constitutes an affirmative representative by the Bidder that he has complied with every requirement of the "Instructions to Bidders", that he has carefully examined the site, the soils, all addenda and the contract documents and construction drawings, and that he has independently formed a judgment that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

### **PERMITS**

The Contractor shall secure and pay for all permits and licenses required for the project.

### **LAWS AND REGULATIONS**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

### **TIME OF COMPLETION**

The successful Bidder will be required to complete all work within the schedule specified in the proposal.

### **BIDDER'S QUALIFICATIONS**

Contractors not currently pre-qualified with the Michigan Department of Transportation shall submit qualification letters to the City of Burton prior to submitting their bids. Upon review of these qualification letters, Bidders may be disqualified at the City's discretion. No proposal will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by these plans and specifications. In order to aide the Owner in determining the responsibility of any Bidder, the Bidder shall include within his letter of qualifications, evidence satisfactory to the Owner of the Bidders experience and familiarity with the work of the Character specified herein. The evidence requested shall, without being limited thereto, include the following:

1. The Bidder's performance record with a list of work of similar character and proportions which he has constructed, including the name, address, and telephone number of the Owner, date built and construction cost.
2. A tabulation of work of similar type now under contract, including location, description, size, required date of completion, and current percentage of completion of each job.
3. An itemized list of Bidder's equipment available for use on the proposed project.
4. A list of major parts of the work, which are proposed to be sublet.
5. Such other information as will satisfy the Owner that the Bidder is qualified and capable of fulfilling the contract.



## **DISQUALIFICATION OF BIDDERS**

A previous failure on the part of any Bidder to perform a contract satisfactorily for lack of experience, equipment, or necessary capital will be sufficient cause for disqualification. Should it be discovered that a perspective Bidder has intentionally misled or deceived the Owner by falsifying or withholding information on previous job performances in order to gain acceptance, he shall be disqualified from bidding on this project or any future projects.

## **AWARD OF CONTRACT**

The Owner proposes to award a contract for this improvement to the lowest responsive responsible Bidder within a period of ninety (90) days after the opening of bids. The bid security received of all Bidders except the bid security submitted with the two lowest acceptable proposals will be returned within ten (10) days following the bid opening. The bid security of the two lowest acceptable proposals will be returned after the Owner has made an award to the successful low Bidder, and the required bonds, insurances, and agreement have been executed by the low Bidder and returned to the Owner.

The successful Bidder shall within fifteen (15) consecutive calendar days after receiving notice of the acceptance of his proposal by the Owner, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices contained in his proposal, and he shall furnish to the Owner, such surety for the faithful performance of such contract and for payment of all materials used in the work and for all labor expended thereon and for the maintenance and guarantee of his work, and shall provide the Owner with such insurance certificates and policies as are prescribed in the Insurance Section of the Specifications.

## **LENGTH OF CONTRACT**

All contract work must be completed in its entirety by October 15, 2021. Failure to complete all contract work by October 15, 2021 will result in the Contractor being assessed liquidated damages in accordance with MDOT 2012 Standard Specifications for Construction. Turf establishment must be placed by October 15, 2021. The project shall be completed in its entirety, including final site restoration and clean-up for final completion on or before November 10, 2021.

The successful Bidder will be required to submit a construction schedule to the Owner indicating the dates of completion of the various items of work. This schedule, when approved by the Owner, will become a part of the contract documents.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The successful bidder or supplier must have an approved Equal Employment Opportunity Plan (EEOP) file with the City of Burton before a contract or purchase order can be executed. The EEOP must be prepared on forms available from the City of Burton Personnel Office. EEOP, when approved, are valid for three (3) years. The EEOP must contain and conform to the following elements.

**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. "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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Burton as owner in the penal sum of **five (5) percent of the total bid** for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the:

**2021 PAVEMENT PRESERVATION PROGRAM**

**NOW THEREFORE:**

- A. If said bid shall be rejected, or in the alternative,
  
- B. If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of this bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
(Principal)

\_\_\_\_\_  
(Surety)

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

SEAL

\_\_\_\_\_  
(Address of Bond Agent)

\*Attach Power of Attorney

# **PROPOSAL SECTION**

# **PROPOSAL**

## **2021 PAVEMENT PRESERVATION PROGRAM**

This is the PROPOSAL of \_\_\_\_\_, hereinafter called the Bidder, to the City of Burton, a Michigan Governmental Corporation, hereinafter called the Owner.

The Bidder, having familiarized himself with the local conditions affecting the work, and having examined the contract documents including the Advertisement, Instruction to Bidders, Proposal, Agreement, Bonds, Insurances, Specifications and Addenda, hereby proposes to furnish all labor, materials, tools, equipment, utilities and transportation services, and to perform and fully complete all the work listed on the proposal form and/or described in the contract documents and specifications designated as:

## **CITY OF BURTON, MICHIGAN 2021 PAVEMENT PRESERVATION PROGRAM**

### **SCHEDULE**

The successful Bidder will be required to complete all work within the schedule specified below.

All contract work must be completed in its entirety by October 15, 2021. Failure to complete all contract work by October 15, 2021 will result in the Contractor being assessed liquidated damages in accordance with MDOT 2012 Standard Specifications for Construction. Turf establishment must be placed by October 15, 2021. The project shall be completed in its entirety, including final site restoration and clean-up for final completion on or before November 10, 2021.

The successful Bidder will be required to submit a construction schedule to the Owner indicating the dates of completion of the various items of work. This schedule, when approved by the Owner, will become a part of the contract documents.

\* See attached documentation of basis of proposal.



## BASE PROPOSAL

Item m#	Item	Quantity	Unit Price	Total Price
1	Traffic Control	1 LS	\$	\$
2	HMA 5E3 PG 64-28	6,500 TON	\$	\$
3	Curb R&R Special	450 FT	\$	\$
4	Pavement Remove, Modified	150 SY	\$	\$
5	Conc Base Crse, Nonreinf, 10 Inch	75 SY	\$	\$
6	Hand Patch	50 TON	\$	\$
7	Cold Milling HMA Surface	75,000 SY	\$	\$
8	Monument Box, Adj	5 EA	\$	\$
9	Drainage Structure Cover, ADJ, Case 1, Mod	20 EA	\$	\$
10	Drainage Structure Cover, Adj, Added Depth	10 FT	\$	\$
11	Drainage Structure Adj, Case 1	30 EA	\$	\$
13	Pavt Mrkg, Waterborne, 24 Inch Stop Bar	144 FT		
14	Pavt Mrkg, Waterborne, 4 Inch Yellow	27,500 FT		
15	Pavt Mrkg, Waterborne, 4 Inch White	5,500 FT	\$	\$
16	Pavt Mrkg, Waterborne, LTA	12 EA	\$	\$
17	Excavation, Earth	20 CY	\$	\$
18	Turf Establishment	40 SY	\$	\$
19	Gate Box, Adj, Case 1	2 EA	\$	\$
20	Pavt, Mrkg, Temp, Type R, Yellow	2,000 FT	\$	\$
21	Pavt, Mrkg, Temp, Type R, White	2,000 FT	\$	\$
	TOTAL			\$

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 of the acceptance of such proposal, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices named in this proposal, and 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 and for the payment of all materials used in this work and for all labor expended thereon and for the maintenance and guarantee of his work as shall be approved by the Owner.

The attention of the undersigned is directed to the liquidated damages provision of the contract documents. The undersigned hereby agrees that if this proposal be accepted by the Owner, he will complete the entire work of the contract within the specified number of consecutive calendar days after being notified to proceed, and if the work is not completed in the designated time, the liquidated damages specified shall be deducted from any money due the Contractor.

Project to be opened to traffic throughout construction.

Project shall be to complete all work within the schedule specified in this proposal.

**The successful Bidder**

The undersigned has attached hereto a (Bid Bond) (Certified Check) in the sum of (\$ \_\_\_\_\_) 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 bid bond accompanying his proposal has been forfeited to the said Owner, but otherwise, the said certified check or bid bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds and insurances or upon the rejection of his proposal.

The undersigned affirms that in making such proposal neither he nor any company that he may represent, nor anyone on behalf of himself or his company, has directly or indirectly entered into any collusion, undertaking, or agreement with any bidder to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding.

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 any bid or combination of bids, which is considered most favorable to the Owner.

The Owner reserves the right to decide which divisions will be constructed under this contract. Once the bids are received, the scope of the work will be decided.

Bidder acknowledges receipt of the following addenda(s):

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Dated and signed at \_\_\_\_\_, State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Bidder \_\_\_\_\_

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

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

\_\_\_\_\_

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

CITY OF BURTON  
SPECIAL PROVISION  
FOR  
DRAINAGE STRUCTURE COVER, ADJUST,  
CASE 1, MODIFIED

- a. **Description.** This work shall consist of the temporary lowering and adjusting drainage structure covers, including watermain, sanitary sewer, and utility manhole covers on prepared manholes to the proper elevation by removing the casting and setting it to the proper elevation. Work shall be done in accordance with Section 403 of the MDOT Standard Specifications for Construction, except as modified herein.
- b. **Materials.** Materials used for this work shall meet the requirements of Section 403 of the 2012 MDOT Standard Specifications for Construction.

Provide Concrete, Grade P-NC in accordance with Section 603 and provide lane ties in accordance with Sections 603, 905, and 914 of the 2012 Standard Specifications for Construction.

Sanitary structure cover adjusts require a manhole encapsulation system such as WrapidSeal or approved equal.

- c. **Construction Methods.** This work shall be done in accordance with Section 403 of the 2012 MDOT Standard Specifications for Construction. Remove pavement over the covered structure using a rotary coring method. Remove a minimum of 4-foot diameter section of pavement over the structure. If the structure cover frame outside diameter measurement is greater than 36 inches, use a rotary coring head to remove a minimum of 4.5-foot diameter section of pavement. When using a sawing method, saw cut clean and remove a 6 foot by 6-foot pavement square.

Prior to setting the cover frame, compact exposed soil using a method approved by the City representative. Support the cover frame over the structure matching the adjacent roadway cross slope. Secure the frame in-place to allow for placement of concrete without altering frame position.

SS-1

Replace pavement around the frame with Concrete, Grade P\_NC matching the finished elevation and cross-slope of the roadway. Geometric changes to the shape must be approved by the City representative. No additional payment shall be made for any changes to the Maintenance of Traffic for this work.

- d. **Measurement and Payment.** The completed work as measured will be paid for at the contact unit price for the following contract items (pay items):

**Contract Item (Pay Item)**

**Pay Unit**

Structure Cover, Adj, Case1, Modified.....Each

The unit price for Structure Cover, Adjust, Case 1, Special shall include but not be limited to all costs necessary to remove, store, and adjust covers the first 6 inches of meeting proposed grade, waterproof the structure (if applicable), coordinate with utility owners, and place a concrete collar around structures in the roadway. The additional depth item includes all costs necessary to structure adjust depths greater than 6 inches and will be measured on a foot basis.

SS-2  
City of Burton  
Special provision  
FOR  
**TRAFFIC CONTROL**

Page 1 of 1

**Description.** This work shall be done in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MMUTCD, MDOT Traffic and Safety/Standards and special details.

**Materials.** Traffic Control Devices, Signs, Signals, Lighting Devices, Barricades, Delineators, Pavement Markings, Traffic Regulators and all other equipment to protecting and regulating traffic in accordance with the MMUTCD, unless otherwise specified in the contract.

**Construction.** The Contractor shall perform work necessary to maintain at least 1 lane of traffic in each direction at all times. No overnight lane closures shall be permitted.

**Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following pay item(s).

<b>Pay Item</b>	<b>Pay Unit</b>
<b>Traffic Control</b> .....	Lump Sum

The item of **Traffic Control** includes all labor, materials, and equipment necessary to safely maintain traffic as required.

SS-3  
City of Burton  
Special provision  
FOR  
**CURB REMOVE AND REPLACE**

Page 1 of 1

**Description.** This work shall be done in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction.

**Materials.** IAW 802.02

**Construction.** The Contractor shall perform work necessary to cut, remove and replace curb IAW the plans and specifications and 802.01.

The Contractor shall assume ownership of any removed materials and shall dispose of the materials in accordance with sections 204 and 501 of the MDOT 2012 Standard Specifications for Construction.

**Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following pay item(s).

<b>Pay Item</b>	<b>Pay Unit</b>
<b>CURB REMOVE AND REPLACE</b>	..... FT

The item of **Curb Remove and Replace** includes all labor, materials, and equipment necessary to remove and reconstruct existing curb as directed by a City of Burton representative.

City of Burton  
Special provision  
FOR  
**PAVT, REM, MODIFIED**

Page 1 of 1

**Description.** This work shall be done in accordance with sections 204 and 501 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction except as modified.

**Materials.** None specified.

**Construction.** Work includes saw cutting and removal of existing pavement regardless of pavement depth, type, or material (HMA, concrete, soil cement, etc.) to the depth specified on the plans or as directed by the engineer.

The Contractor shall assume ownership of any removed materials and shall dispose of the materials in accordance with sections 204 and 501 of the MDOT 2012 Standard Specifications for Construction.

**Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following pay item(s).

<b>Pay Item</b>	<b>Pay Unit</b>
<b>Pavt, Rem, Mod</b> .....	Square Yard

The item of **Pavt, Rem, Mod** includes all labor, materials, and equipment necessary to perform the removal operation as required to complete the work. The area will be measured in square yard after completion of removal.



**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 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)**

# **AGREEMENT SECTION**

**CONTRACT**  
CITY OF BURTON  
GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner", and \_\_\_\_\_ doing business as \_\_\_\_\_ (a Corporation) (Partnership) (Individual) and County of \_\_\_\_\_ and State of Michigan \_\_\_ 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 with the Owner to commence and complete the construction designated as:

**2021 PAVEMENT PRESERVATION PROGRAM**

All as shown on the contract documents hereinafter called the project, for the sum of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) and all extra work in connection herewith, under the terms as stated in these contract documents; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurances, and all other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, all in conformance with the contract documents, plans and specifications. 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 work under this contract on or before a date to be specified in the proposal section by the Owner, and to fully complete the project within said proposal. If a Contractor is awarded more than one contract, the completion time will be as determined under "Instruction to Bidders" with this total contract time applying to all contracts even though separate contracts have been awarded for each project. The Contractor further agrees to pay liquidated damages in accordance with the schedule set forth in the specifications for each consecutive calendar day thereafter for which a project is not completed.

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

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

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

\_\_\_\_\_  
Duane Haskins, Mayor  
\_\_\_\_\_

Rachel Boggs, City Clerk

CONTRACTOR

\_\_\_\_\_  
Secretary of Corporation  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code  
\_\_\_\_\_

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

SEAL

Approved as to form: \_\_\_\_\_  
Amanda Doyle, Attorney at Law

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, Contractor, as principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **The City of Burton** in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 \_\_\_\_\_, 20\_\_, by articles that date enter into contract with the said Owner for the

**2021 PAVEMENT PRESERVATION PROGRAM**

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 \_\_\_\_\_, 20\_\_.

WITNESS

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

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

A \_\_\_\_\_

(Corporation, Partnership or Individual)

hereinafter called the "Principal", and \_\_\_\_\_

(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the "Surety", are held and firmly bound unto the City of Burton, (a Michigan Governmental Corporation), hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

WHEREAS, the above-named Principal has entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is attached hereto and made a part hereof for the construction of:

**2021 PAVEMENT PRESERVATION PROGRAM**

AND WHEREAS, this bond is given in compliance with and subject to the provisions and conditions of Public Act No. 213 of the Public Acts of 1963.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above named Principal, legal representatives or successors shall pay or cause to be paid to all subcontractors, persons, firms, and corporations as the same may become due and payable, all indebtedness which may arise from said Principal to a subcontractor or party performing labor or furnishing materials in connection with the contract, construction, and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ (seal)

\_\_\_\_\_ (seal)

Principal

\_\_\_\_\_ (seal)

\_\_\_\_\_ (seal)

Surety

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Bonds correct as to form:

\_\_\_\_\_  
Amanda Doyle, City Attorney

## 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 surveyor's 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.

NOTICE OF AWARD

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT DESCRIPTION:

**2021 PAVEMENT PRESERVATION PROGRAM**

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

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

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND and Insurances within five (5) 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 ten (10) 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

(Owner)

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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