City of Mt. Pleasant, Michigan

# CONTRACT DOCUMENTS

For Construction
of

2013 CRACK SEALING PROJECT

**KATHLEEN LING**
Mayor

**KATHIE GRINZINGER**
City Manager

Prepared By:
Division of Public Works

**ROGER ROUSSE**
DPW Director

February 2013

City of Mt. Pleasant, Michigan

# TABLE OF CONTENTS

2013 Crack Sealing


**Bidding Information**

Notice to Bidders
Instructions to Bidders

**Contract Documents**

Proposal

**Technical Specifications**

Supplemental Specifications
Special Provisions
Priority Map

THE CITY OF
MT. PLEASANT, MICHIGAN

CITY HALL
320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY
804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS
1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

# NOTICE TO BIDDERS

2013 Crack Sealing

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on March 19, 2013, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2013 Crack Sealing – March 19, 2013."

Proposals are solicited on a unit price basis, for the following work:

| | | |
|---|---|---|
| Overband Crack Filling | 61,150 | Pounds |

All bid proposals must be accompanied by a bid bond, bank cashier's check, bank draft, or certified check for not less than five percent (5%) of the bid price, made payable to the City of Mt. Pleasant.

To view and download complete Plans and Specifications at no charge, visit the City of Mt. Pleasant website at www.mt-pleasant.org and navigate to the bids and quotes page.

Plans and specifications can also be picked up at the Public Works Building, 1303 N. Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, 8:00 a.m. to 4:30 p.m.

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the City.

Jennifer Flachs
Engineering Aide
(989) 779-5406

Jeremy Howard
City Clerk

# INSTRUCTIONS TO BIDDERS

## 1. Proposals

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

## 2. Basis of Proposals

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

## 3. Comparison of Bids

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between $5,000 and $9,999 and 2% of the total for bids over $10,000. The maximum credit allowed is $1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

## 4. Time

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

## 5. Indemnification

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, bank cashier's check, bank draft, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount as indicated in Section 108.10 of the 2012 MDOT Standard Specifications for Construction for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statues of the State of Michigan in effect at that time.

b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.

c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

## 10. Qualifications of Bidders

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

## 11. Interpretation of Documents

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

## 12. Execution of Bid Proposal

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility For Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in Section 103 of the 2012 MDOT Standard Specifications for Construction.

---

Revised: March 2011

City of Mt. Pleasant, Michigan
**BID PROPOSAL**

## 2013 CRACK SEALING PROJECT

TO: City Hall/City Clerk
320 W. Broadway Street
Mt. Pleasant, MI 48858

BID DATE: March 19,2013
TIME: 1:30 p.m.

The undersigned, as Bidder, hereby declares that his bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has carefully read and examined the Contract Documents, including the Notice to Bidders, Instructions, Bond Forms, Technical and Detailed Specifications, and Contract Drawings, for the designated work and understands all of the same; that he, or his representative, has made such a personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work; and he proposes and agrees that if this Proposal is accepted, he will contract with the Owner in the form of the Contract hereto annexed, to provide necessary machinery, tools, apparatus and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents, including Addenda No. __, __, and __, in the manner and time therein prescribed, and according to the requirements of the Owner as therein set forth to furnish Contractor Bonds and Insurance required of the Contractor by the Contract Documents, and that he will take in full payment therefore the unit prices set forth in the following Proposal.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving the bids.

Upon receipt of a written Notice of Award of the Bid, the Bidder shall execute the formal Contract Agreement attached hereto within ten (10) days and shall deliver to the Owner a Surety Bond or Bonds required. In the event the Contract and Bond are not executed within the time above set forth, the Bid Deposit attached in the sum of five percent (5%) of the Bid Proposal shall become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Bidder hereby agrees to commence work under this Contract on or before date to be specified in the written Notice to Proceed executed by the Owner and to fully complete the project as stipulated in the Special Conditions of these Specifications. The Bidder further agrees to pay as liquidated damages the sum indicated in the Special Conditions for each consecutive calendar day thereafter, until substantial completion, that is when all work items in the proposal are complete and notification of substantial completion of work items and final quantities is given to the Director of Public Works by the contactor.

The below unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds specified, and the Bidder agrees to perform all of the work described in the Specifications and/or shown on the Plans for the following unit prices:

| Pay Item | Qty. | Unit | Unit Cost | Total |
|---|---|---|---|---|
| Division - **Local** | | | | |
| Overband Crack Fill, Modified | 30,575 | Lb. | _____ | _____ |
| Division – **Major** | | | | |
| Overband Crack Fill, Modified | 30,575 | Lb. | _____ | _____ |

**TOTAL - LOCAL AND MAJOR DIVISIONS** **$**

==========

**(figures)**

_____

(written)

_____ and ___/100 Dollars

RESPECTFULLY SUBMITTED:

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

AREA CODE/TELEPHONE NUMBER _____ DATE _____

FAX NUMBER _____ EMAIL ADDRESS _____

Authorized Signature _____

Print of Type Name and Title _____

# EXPERIENCE QUESTIONNAIRE

TO BE FURNISHED BY BIDDER

CITY OF MOUNT PLEASANT, MICHIGAN

**The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers hereinafter made.**

1. How many years have you been in business as a contractor under your present name?

   _____

2. How many years have you been a principal officer of a firm under a different name?

   _____

   Name of Firm _____

3. What projects of a similar nature has your organization contracted for within the past five years? (NOTE: Fill out each blank completely.)

| Name of Owner & Location | Name/Address/Phone # of Person in Charge as Reference | Type of Work | Type of Work | Value Date Completed |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |

# City of Mt. Pleasant, Michigan
# SUPPLEMENTAL SPECIFICATIONS

## 2013 Crack Sealing

Construction Specifications

The work under this contract shall be completed following the 2012 MDOT Standard Specifications for Construction along with the City of Mt. Pleasant 2012 Standard Special Provisions, except as modified herein. This is not a state sponsored project; therefore, the payment of prevailing wages is not a requirement of this contract.

1. Time Constraints

Completion of this project within the time constraints described below is essential. The Contractor shall not begin work on the project before 6/17/13. All work on this project shall be completed by 7/12/13.

2. Holidays

No work is to be scheduled by the contractor on Sundays, nor on the following holidays or holiday weekends:

| | |
|---|---|
| 4th of July | 7/4/13 to 7/5/2013 |

Residential Access

Access to driveways for local residents, schools, and businesses shall be maintained and available for use.

3. Insurance

The contractor shall carry insurance that will provide for the full replacement cost of any property that is damaged during the project. The contractor shall also pay the immediate costs of the homeowner/resident in the event an incident occurs, while waiting for the insurance company to make compensation. Immediate costs include but are not limited to: hotel/motel bills and meals if the building is unusable, costs for basic necessities such as beds or clothes in the event they are damaged.

4. Project Meetings

The contractor shall attend weekly progress meetings with the Engineer to provide updates on the project, the schedule of work for the following week, and to resolve outstanding issues.

City of Mt. Pleasant

SPECIAL PROVISION
FOR
**Overband Crack Fill, Modified**



**A) Description**

Overband Crack Fill, Modified, shall consist of materials and work as described in Section 502 of the Michigan Department of Transportation 2012 Standard Specifications for Construction except as modified herein.

**B) Materials**

Materials for Overband Crack Seal, Modified, shall meet the requirements of Section 502 of the Michigan Department of Transportation 2012 Standard Specifications.

**C) Construction**

The method of construction for Overband Crack Seal, Modified, shall meet the requirements of Section 502 of the Michigan Department of Transportation 2012 Standard Specifications.

**D) Measurement and Payment**

The unit price shall include all documentation, materials, equipment, and labor necessary for the preparation and filling of cracks and for any corrective action and temporary traffic markings required.

| **Contract Item (Pay Item)** | **Pay Unit** |
|---|---|
| Overband Crack Fill, Modified..... | Pound |