

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

for

2013 Street Sweepings Disposal Bid



KATHLEEN LING
Mayor

KATHIE GRINZINGER
City Manager

Prepared By:
Division of Public Works

STEVE HEIN
Interim DPW Director

June 2013

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THE CITY OF
MT. PLEASANT, MICHIGAN

CITY HALL

320 W. Broadway St. • 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 STREET CLEANINGS DISPOSAL

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), Tuesday, June 25, 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 Street Cleanings Disposal - Tuesday, June 25, 2013".

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

**Disposal of approximately 1,000 tons of street sweepings
from August 1, 2013 until July 31, 2014.**

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.

Complete specifications are available on the City's website at www.mt-pleasant.org or at the Division of Public Works office, 1303 North Franklin Street, Mt. Pleasant, 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.

Steve Hein
Interim DPW Director
(989) 779-5451

Jeremy Howard
City Clerk

City of Mt. Pleasant, Michigan
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, 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 108.11 of the 2003 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 statutes 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, Maintenance 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 2003 MDOT Standard Specifications for Construction.

Revised: March 2011

City of Mt. Pleasant, Michigan
BID PROPOSAL

2013 STREET CLEANINGS DISPOSAL

TO: Office of the City Clerk
City Hall
320 West Broadway St.
Mt. Pleasant, MI 48858

BID DATE: June 25, 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 of 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 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 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.

This Bid must be reviewed and accepted by both the City of Mt. Pleasant and the Michigan Department of Transportation. The Bidder agrees that his bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving the bids.

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.

The unit prices below shall include all labor, materials, equipment, 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:

| DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL |
|--------------------------|-------|------|-----------|----------|
| Street Sweeping Disposal | 1,000 | Ton | \$ _____ | \$ _____ |

_____ and ___/100 Dollars.
(written)

NOTE: Quantities listed on this Proposal include those listed on MDOT Form 426. Unit costs are to be the same on both proposals.

Weigh Station Name _____
 Address _____
 City, State, Zip _____

Contract period shall be August 1, 2013 through July 31, 2014.

RESPECTFULLY SUBMITTED,
 COMPANY NAME _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP CODE _____
 TELEPHONE _____ FAX _____
 EMAIL _____
 AUTHORIZED SIGNATURE _____
 PRINT NAME AND TITLE _____
 DATE _____

**City of Mt. Pleasant
2013 STREET CLEANINGS DISPOSAL
Specifications**

General

The purpose of this bid is to form a contractual agreement for a vendor to supply disposal services for street sweepings and catch basin cleanings for period of one year. The City presently estimates 1,000 tons of street sweepings annually from City streets and State trunk lines. The successful bidder will be responsible to weigh and dispose of all street sweepings at a State of Michigan authorized Class II landfill.

The City of Mt. Pleasant will supply a front-end loader and operator to load the contractor's trucks. Bidders shall list the weigh station name and address on the proposal. Material must be weighed on a State certified scale and weight tickets must be turned into the City before the end of the workday. Street sweepings and catch basin cleanings will be hauled from separate stockpiles at the City's Wastewater Treatment Facility, located at 1301 North Franklin Street. They shall be stockpiled and have had an opportunity to drain so as not to be saturated with water. The contractor will be responsible for supplying trucks to haul the debris on days mutually agreed upon by both the contractor and the City's Street Department at least one (1) workday in advance.

The contractor shall submit the City of Mt. Pleasant Bid Proposal, the Michigan Department of Transportation Quotation Request for Services or Equipment (Form 426), and a 5% bid bond in a sealed, labeled envelope on the date specified.

Description

Regular disposal of City and State street sweepings and/or catch basin cleanings at least every other month during warm weather months, June through November, or more often, if mutually agreed upon by the City and the contractor.

MDOT Form 426

Each bidder shall complete and submit this form along with the bid proposal. Because this is a joint contract between the City and the State, separate documentation and forms are required by each entity. The quantities on this form are those only for State trunk line sweeping debris. The City's bid proposal includes *all quantities of both the State and City sweeping debris.* Unit prices shall be the same as those listed on the bid proposal. Please make certain to complete the vendor portion of the form.

Separation of Material Tickets

City and State debris will be stockpiled in separate areas at the City's Wastewater Treatment Plant, located at 1301 North Franklin Street. The contractor shall haul separate loads from each stockpile and all weight tickets shall indicate whether the load is from the City's or State's stockpile. All invoices shall list separate quantities and fees for both City and State.

Pay Items

Unit prices shall include all costs for loading, hauling, and disposal of sweepings and catch basin debris. Payment shall be made based on weight tickets on a price per ton basis.

QUOTATION REQUEST FOR SERVICES OR EQUIPMENT

DISTRIBUTION:

- Maintenance Division
 Region Maintenance
 Country or Municipality

REGION

INSTRUCTIONS: To be used by contract county or municipality only. See Prohibition of Discrimination statement & authority on reverse.
Complete in triplicate and distribute as indicated

TO BE COMPLETE BY CONTRACT COUNTY OR MUNICIPALITY

| | | | |
|--|------------|---------------------|--|
| COUNTY OR MUNICIPALITY | | DATE REQUEST ISSUED | RETURN NO LATER THAN |
| ADDRESS | Street No. | City | QUOTATION County-Calendar Year OR Municipality - Fiscal Year FOR: |
| TYPE OF WORK EQUIPMENT OR SERVICE TO BE USED FOR: | | | TRUNKLINE HWY. NO. |
| ESTIMATED USE (No. of times or duration) | | | ROUTE SECTION NO. |
| LOCATION (Give complete description.) | | | |

CONDITION OF EQUIPMENT

- a. All equipment furnished without an operator, will be in proper operating condition when delivered for use by the Department of Transportation. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to parts to said equipment is the responsibility of the vendor.
- b. When equipment and an operator, or a service, is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials and other expenses involved therewith.

The vendor shall save harmless and indemnify the State. The Michigan Department of Transportation and The Michigan Department of Transportation Commission against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of the work herein described and to its completion.

| DETAILED DESCRIPTION OF EQUIPMENT OR SERVICES | QUANTITY | UNIT | UNIT BID PRICE BY VENDOR | TOTAL COST |
|---|----------|------|--------------------------|------------|
| | | | | |

TO BE COMPLETED BY VENDOR

| | | | |
|--|--|--|------------|
| It is proposed, subject to the conditions listed above, to contract with above named County or Municipality to furnish the equipment or Service(s) listed above. | COMPANY NAME (If any.) | | |
| | STREET ADDRESS OF COMPANY OR OWNER | | CITY STATE |
| Operator's Wages are included in the Unit Bid Price. <input type="checkbox"/> YES <input type="checkbox"/> NO | By - Authorized Signature & Title - use ink on all copies. | | DATE |
| EST. TOTAL COST \$ | CONTRACT COUNTY OR MUNICIPALITY Signature of Designated Maintenance Superintendent | | DATE |
| FOR LANSING MDOT USE ONLY | The above named County or Municipality is hereby authorized to contract with the above named vendor for equipment or service(s) described: | | |
| | MICHIGAN DEPARTMENT OF TRANSPORTATION Region Maintenance Engineer Approval: | | DATE |
| | Maintenance Division Approval: | | DATE |
| | MICHIGAN STATE TRANSPORTATION COMMISSION Approval: | | DATE |

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

April, 1997

In connection with the performance of work under this contract, the contractor agrees as follows:

- 1 In accordance with Act No. 453 of 1976 the contractor hereby agrees not to discriminate against employee or applicant for employment with respect to hire, tenure terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, nationality origin, age, sex, height, weight, or marital status. Breach of the above covenants shall be regarded as a material breach of this contract.
- 2 The contractor hereby agrees that any and all subcontract to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as herein before set forth in Section 1 of this Appendix.
- 3 The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion national origin, age sex, height, weight or martial status.
- 5 The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitment under this appendix
- 6 The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
- 7 The contractor will furnish and file compliance reports such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employments statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulation, and orders of the Michigan Civil Rights Commissions.
- 8 In the event that the Civil Rights Commission* finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligation under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
- 9 The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orde of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order unless exempted by the rules, regulation or orders of the Michigan Rights Commission, and will provided in every subcontract or purchase order that said provisions will be binding upon each subcontract or seller.

* The Civil Rights Commission referred to is the Michigan Civil Rights Commission.