

SPECIFICATIONS AND CONTRACT DOCUMENTS



City of Jonesville
2016 Street Paving Project

Owner: City of Jonesville
265 E. Chicago Street
Jonesville, MI 49250

Project Manager: Mike Kyser, Department of Public Works Superintendent
Telephone: (517) 849-9772

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City of Jonesville, Michigan

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INSTRUCTIONS TO BIDDERS
2016 STREET PAVING PROJECT
City of Jonesville, Michigan

Notice: The City of Jonesville, the Owner, will receive sealed Bids for construction of 2016 Street Paving Project, as specified herein, at the office of the City Manager, Jonesville City Hall, 265 E. Chicago, Jonesville, MI 49250 until 1:00 p.m., Monday, September 12, 2016 at which time all bids will be publicly opened and read. Bids received after the designated time will be returned unopened.

1. Proposals: All bids shall be submitted on the Bid – Unit Price forms included herein. The proposal shall be signed, sealed in an envelope and filed, together with the guaranty, with the City Hall address on or before the time stated in the Notice to Bidders. The outside of the envelope is to be endorsed with the words “City of Jonesville, 2016 Street Paving Project”. All blanks left in the proposal shall be filled in by the bidder with ink, including both unit and total prices. Unit prices shall govern. The estimated quantities as shown in the proposal shall be used as the basis of calculations upon which the award of contract will be made, but these quantities are not guaranteed and are furnished without any liability upon the part of the City. The proposed project cost is a primary consideration, but not the only consideration, in selection of the contractor. The City reserves the right to select the bidder that, in its sole discretion, is the most qualified to complete the project within the project budget, on time, and to our expected standard of quality. Bidders should be prepared to provide references upon request.

2. Rejection of Proposals: The City reserves the right to reject any or all bids and to waive any irregularity in any bid if, in the opinion of the City Council, this would be for the City’s best interest. Proposals may be rejected if they show any alteration of form, additions not called for, conditional or alternate bids not provided for, or irregularities of any kind. Proposals in which the unit prices are obviously unbalanced may be rejected.

3. Progress Schedule: In no case, shall any work be commenced prior to receipt of formal notice of award by the City. The selected contractor for the work covered by this proposal will be required to meet with the DPW Superintendent to work out a detailed progress schedule. The schedule for this meeting will be set after the bid is awarded. The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations.

4. Commence: Successful Bidder agrees that the Work will be completed and ready for final payment on or before **November 15, 2016**.

PROJECT DESCRIPTION
2016 STREET PAVING PROJECT
City of Jonesville

The City of Jonesville is seeking bids from qualified contractors to mill and overlay certain asphalt streets in the Downtown. The street locations are shown on the figures attached to the end of this request. The project will involve milling 2 inches of the existing surface and placing a 2 inch asphalt overlay.

UNIT PRICES – MEASUREMENT AND PAYMENT

ROADWAYS

Item No. 1 – Cold milling 2 inches of existing asphalt surface

1. Unit of Measure: Square Yards

Item No. 2 – HMA LVSP 2 inches

1. According to Division 5 of the MDOT Standard Specifications for Construction.
2. Binder PG 58-28
3. Unit of measure: Tons

MOBILIZATION

1. Includes
 - a. Preparatory work and expenses incurred prior to beginning work onsite
 - b. Transport materials, personnel, and equipment to the job site
 - c. Establish temporary onsite construction facilities
 - d. Provide insurance, bonds, and other costs associated with the project in general and not included in other pay items
 - e. All required submittals
2. Unit of measure: Lump sum

TRAFFIC CONTROL MEASURES

1. Includes: Furnish, install, and maintain the following:
 - a. All Signing
 - b. Traffic control devices
 - c. Maintain access to driveways
 - d. Resident notifications
2. Unit of measure: Lump sum

BID - UNIT PRICE
2016 STREET PAVING PROJECT
City of Jonesville, Michigan

Bid of _____

hereinafter called Bidder, organized and existing under the laws of or a resident of the State of _____, doing business as _____.*

(*Insert as applicable: "a corporation", "a partnership" or "an individual") to City of Jonesville hereinafter called Owner.

BID RECIPIENT

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

BIDDER'S REPRESENTATIONS

1. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:
2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; with respect to the effect of such information, observations, and documents on:
 - a. the cost, progress, and performance of the Work;
 - b. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and
 - c. Bidder's safety precautions and programs.

4. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
5. Bidder has given DPW Superintendent written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by DPW Superintendent is acceptable to Bidder.
6. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

BIDDER'S CERTIFICATION

1. Bidder certifies that:

- a. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- b. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- c. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

(1) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

(2) "fraudulent practice" means an intentional misrepresentation of facts made

- (a) to influence the bidding process to the detriment of Owner,
- (b) to establish bid prices at artificial non-competitive levels, or
- (c) to deprive Owner of the benefits of free and open competition;

(3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which to establish bid prices at artificial noncompetitive levels; and

(4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BASIS OF BID

1. Bidder will complete the Work in accordance with Contract Documents for the following unit prices:

2016 City of Jonesville Paving Project - Roadways

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<i>Wright Street (from US-12 to Park St.)</i>				
2.0" Cold Milling	714	Syd	\$ _____	\$ _____
2.0" HMA: LVSP, PG 58-28	80	Ton	\$ _____	\$ _____
<i>Water Street (US-12 to North St.)</i>				
2.0" Cold Milling	2,590	Syd	\$ _____	\$ _____
2.0" HMA: LVSP, PG 58-28	300	Ton	\$ _____	\$ _____
<i>North Street (Water St. to Wright St.)</i>				
2.0" Cold Milling	3,168	Syd	\$ _____	\$ _____
2.0" HMA: LVSP, PG 58-28	365	Ton	\$ _____	\$ _____
<i>Park Street (Evans St. to Wright St.)</i>				
2.0" Cold Milling	1,860	Syd	\$ _____	\$ _____
2.0" HMA: LVSP, PG 58-28	215	Ton	\$ _____	\$ _____
<i>West Street (South St. to US-12)</i>				
2.0" Cold Milling	1,116	Syd	\$ _____	\$ _____
2.0" HMA: LVSP, PG 58-28	130	Ton	\$ _____	\$ _____
			ROADWAYS TOTAL	_____

Mobilization & Traffic Control

Mobilization	1	Lump	\$ _____	\$ _____
Traffic Control	1	Lump	\$ _____	\$ _____
			MOBILIZATION & TRAFFIC CONTROL TOTAL:	\$ _____

2016 PAVING PROJECT BID TOTAL: \$ _____

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder (Firm or Corporation Name)

BID SUBMITTAL

SUBMITTED on _____, 20 _____
Date

BY: _____
Name of Bidder

Business Street Address

Signature

City, State, and Zip

Name and Title of Signatory

Telephone Number

E-mail Address

PERFORMANCE BOND
2016 STREET PAVING PROJECT
City of Jonesville, Michigan

Any singular reference to Contractor, Owner or other party shall be considered plural where applicable.
Contractor (Name and Address):

Owner:

City of Jonesville, Michigan
265 E. Chicago Street
Jonesville, MI 49227

Contract:

Date of Notice of Award: _____
Amount: _____
Description: 2016 Street Paving Project
Jonesville, Michigan 49250

Bond:

Bond Number: _____
Date (Shall not be before Contract Date): _____
Amount: _____

The Surety companies executing Bonds must appear on the Treasury Departments most current list and be authorized to transact business in Michigan. Contractor and Surety, jointly bind themselves, heirs, executors, administrators, successors and assigns to Owner for the performance of the Contract, which is incorporated herein by reference. If the said Contractor shall in all respects keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, contract, and shall defend, indemnity and save harmless said City of Jonesville against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor and Surety, intending to be legally bound hereby, subject to the terms set forth below, Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor

Surety

Name and Seal

Name and Seal

Signature

Signature (Power of Attorney)

Printed Name and Title

Printed Name and Title

GENERAL CONDITIONS
2016 STREET PAVING PROJECT
City of Jonesville, Michigan

1. Contractor's Insurance: The contractor shall not commence work under this contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The City of Jonesville shall be named an additional insured on required insurance coverages.
 - a. Compensation Insurance: The Contractor shall take out and maintain, during the life of this contract, Workers Compensation Insurance for all of his employees employed at the site of the Project and, in case any work is sublet, the Contractor shall cover the subcontractor until all similar insurance required of the subcontractor has been so obtained and approved.
 - b. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain, during the life of this contract, such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this contract from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either or them and the amounts of such insurance will be as follows:

Public Liability Insurance in an amount not less than \$3,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident, and Property Damage Insurance in an amount not less than \$200,000.00.

The Contractor shall require subcontractors, if any not protected under the Contractors' insurance policies to take out and maintain insurance of such nature in the same amounts.
2. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required.
3. Qualifications for Employment: No person under the age of sixteen (16) years and no person currently serving sentence in penal or correctional institution shall be employed to perform any work on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or to the health and safety of others shall be employed to perform any work on the project under this contract; provided, that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. Employment of minors shall be in accordance with Michigan Statutes.
4. Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

5. Payment: Not later than the 15 of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten percent (10%) of the amount of each such estimate until final acceptance of all work covered by this contract.
6. Termination of Contract: If the Contractor shall be prosecuting the work with insufficient force, equipment or materials to complete the work before the date set for completion and according to the progress clause; or shall be performing the work improperly; or shall discontinue the performance of the work before completion; or shall neglect or refuse to remove such materials or to perform anew such work as shall have been rejected as defective and unsuitable; or shall, for any other reason, not carry on the work in accordance with the contract, the Owner shall give the Contractor and Surety written notice, specifying the delay, neglect or default and the action to be taken by them; and if the Contractor or Surety, within a period of ten (10) days after such notice shall proceed satisfactorily in accordance therewith, then the Owner shall have full power and authority to take the work out of the hands of the Contractor and Surety; to appropriate and use any and all materials on the ground which may be suitable; or to enter into contract, or use such other methods as in its judgment may be required for the proper completion of the work; provided, if the Contractor commits any act of bankruptcy, or becomes insolvent or be declared bankrupt; if he shall allow any final judgment against him to remain unsatisfied for a period of five (5) days; or if he shall make an assignment for the benefit of creditors, then in any such case, the Owner shall have full power and authority to proceed in any of the ways aforesaid, forthwith upon the delivery by it to the Contractor and Surety of written notice stating the reason for his said action. In case the Owner takes over the uncompleted work under any of the provisions of this section all additional costs and damages, and the costs and charges of completing the same shall be deducted from monies due or to become due the Contractor, and if the total of such damages, costs and charges exceeds the balance of the contract price which would have been payable to the Contractor had he completed the work, then the Contractor and Surety shall, on demand, pay to the Owner the amount of such excess.
7. Owner's Right to Withhold Certain Amounts and Make Application Thereof: In addition to the payment to be retained by the Owner under the preceding provisions of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover (a) payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work on the project under this contract, (b) for defective work not remedied, and (c) the failure of the Contractor to make proper payments to his subcontractor(s). The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting for all such funds disbursed on behalf of the Contractor.
8. Payment for Extra, Additional or Omitted Work: No extra work is to be done except on a written order signed by the DPW Superintendent, which order shall state the amount and character of such extra work. When no fixed price for extra work, deduction or alteration is fixed in the contract or agreed upon by the Contractor and DPW Superintendent and contained in such written order, direct reasonable cost to the Contractor as determined by the DPW Superintendent, plus ten percent (10%) of such cost shall be added to the contract price. This cost may include the cost of mechanics, laborers and materials furnished and reasonable time for the foreman. It shall not include any charge

for the use of equipment, tools, and overhead or for the time spent by the Contractor. No claim for an addition to the contract sum shall be valid unless authorized as aforesaid.

9. Assignment of the Contract: The Contractor shall not assign this contract or any part hereof without the written consent of the Owner. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid to the Assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.
10. Intent of the Contract Documents: The intention of all the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.
11. Materials and Workmanship: Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of materials. The Contractor shall furnish to the Owner for his approval the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information. If not otherwise provided, materials of work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

When required by the specifications, or when called for by the Owner, the Contractor shall furnish the Owner, for approval, full information concerning the materials or articles, which he contemplates incorporating in the work.

If it is found that a source of supply does not furnish uniform product, or if for any reason the product from any source, at any time proves unsatisfactory, the DPW Superintendent may require the Contractor to furnish acceptable materials from other sources, and the Contractor shall have no claim for increased cost on account of such requirement.

12. Inspection: The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspectors may be appointed and directed to inspect any or all materials used and all materials used and all work done. The inspection may extend to all or any part of the work and to the preparation or manufacture of the materials for use in the work.
13. Authority of DPW Superintendent: The DPW Superintendent shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work.
14. Character of Workmen and Equipment: The Contractor shall employ only competent and efficient laborers, mechanics and artisans and, whenever, in the opinion of the DPW Superintendent, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instruction, or conducts himself improperly, the Contractor shall, upon complaint of the DPW Superintendent, discharge or otherwise remove such employee from the work and shall not again employ him thereon. The working force, methods, equipment and appliances used on the work shall be such as

will produce a satisfactory quality of work and shall be adequate to complete the contract within the time limit specified.

15. Public Safety and Convenience: The Contractor shall, at all times, conduct his work as to insure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the highway, and the protection of persons and property shall be provided by the Contractor.
16. Protection and Restoration of Property: The Contractor shall restore, at his own expense, any public or private property damaged or injured in consequence of any act or omission on his part or on the part of his employees or agents, to a condition equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the DPW Superintendent may, upon forty-eight (48) hours notice, proceed to make such repairs or restoration and the cost thereof will be deducted from any monies that are or may become due the Contractor.
17. Responsibility for Damages: The Contractor shall hold the City harmless from all damages to public or private property and all injuries to persons during the progress of the work and until its completion, resulting from the prosecution of the same by himself and his employees.
18. Removal of Unauthorized and Defective Work: Work done without lines and grades being given, work done beyond the scope as herein provided, or any extra work done without authority may be considered as unauthorized and may not be paid for under the provisions of this contract. Work so done may be ordered removed or replaced at the Contractor's expense. All work that has been rejected or condemned shall be remedied, or, if necessary, removed and replaced in an acceptable manner by the Contractor at his expense.
19. Deduction for Uncorrected Work: If the Owner deems it inexpedient to correct work injured, or not done in accordance with the contract, the difference in value, together with a fair allowance for the damages, shall be deducted.
20. Correction of Work After Final Payment: Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and, upon written notice, he shall remove any defects due thereto and pay for any damage due to other work resulting there from which shall appear within one year after the date of completion and acceptance.
21. Protection of Work: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury arising in connection with his contract.
22. Use of Jobsite: The Contractor shall confine his equipment, apparatus, the storage or materials and operations of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not encumber the premises with his materials.
23. Owner's Right to do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor and his surety may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

24. Prosecution of the Work: The Contractor shall begin the work after being notified by the Owner of the award of the contract, with sufficient time to complete the project schedule described on page 3. In case of failure to proceed with the work as rapidly as is provided in the project schedule, or if it appears at any time that such work is not being prosecuted in such manner as to insure its completion within the time specified, the Owner shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Owner shall deem necessary to bring the work up to the progress schedule; and in case of the Contractor's neglect to do so, the Owner may place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment may be in service.
25. Cleaning Up: The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work and at the completion of the work, he shall remove all his rubbish from and about the project site and all his tools, equipment and surplus materials and shall leave his work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several contractors in proportion to the amounts as shall be determined to be just.

SPECIAL CONDITIONS
2016 STREET PAVING PROJECT
City of Jonesville, Michigan

1. Notification of Residents: The contractor shall be responsible for notifying residents and business owners in the construction areas a minimum of 24 hours prior to commencement. Contractor shall attend one meeting with residents and business owners to be scheduled after bid award.
2. Maintaining Traffic: This work shall consist of all labor, materials, and equipment required to maintain traffic for the rehabilitation of the project area.

The Contractor shall notify the DPW Superintendent a minimum of 72 hours prior to the implementation of any detours, road or lane closures and major traffic shifts. The contractor shall start work at the time agreed upon with the DPW Superintendent. Any delay in the start time may result in delaying the project, until another start date can be agreed upon with the DPW Superintendent. Any delay on a new start date may not be reason for an extension of time. The Contractor shall coordinate his operations with Contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

City of Jonesville may perform maintenance work within or adjacent to the Construction Influence Area (CIA). The City of Jonesville will coordinate their operations with the DPW Superintendent to minimize the interference to the Contractor.

No additional payment will be made to the Contractor for the joint use of the traffic control items.

It shall be the Contractor's responsibility to furnish and maintain Construction Zone Signage in accordance with the "Michigan Manual of Uniform Traffic Control Devices" (MMUTCD) and any requirements that may be deemed necessary by Michigan Department of Transportation (MDOT).

3. Traffic Restrictions: Residential parcels shall have direct access to their drives between the hours of 6:00 P.M. and 9:00 A.M.

Access to all side streets and driveways shall be provided for local traffic.

Once work is initiated that includes any lane restrictions, that work shall be continuous until completed. A lack of work activity for more than one week will require the removal and replacement of lane restrictions at the Contractor's expense.

4. Mill HMA surface According to Division 5 of the current MDOT specification for Construction, except the following:
 - a. City of Jonesville is to retain ownership of HMA millings.
 - b. Contractor will deliver millings to owner supplied site within a distance of 3 miles.

Figure 1 – Project Location

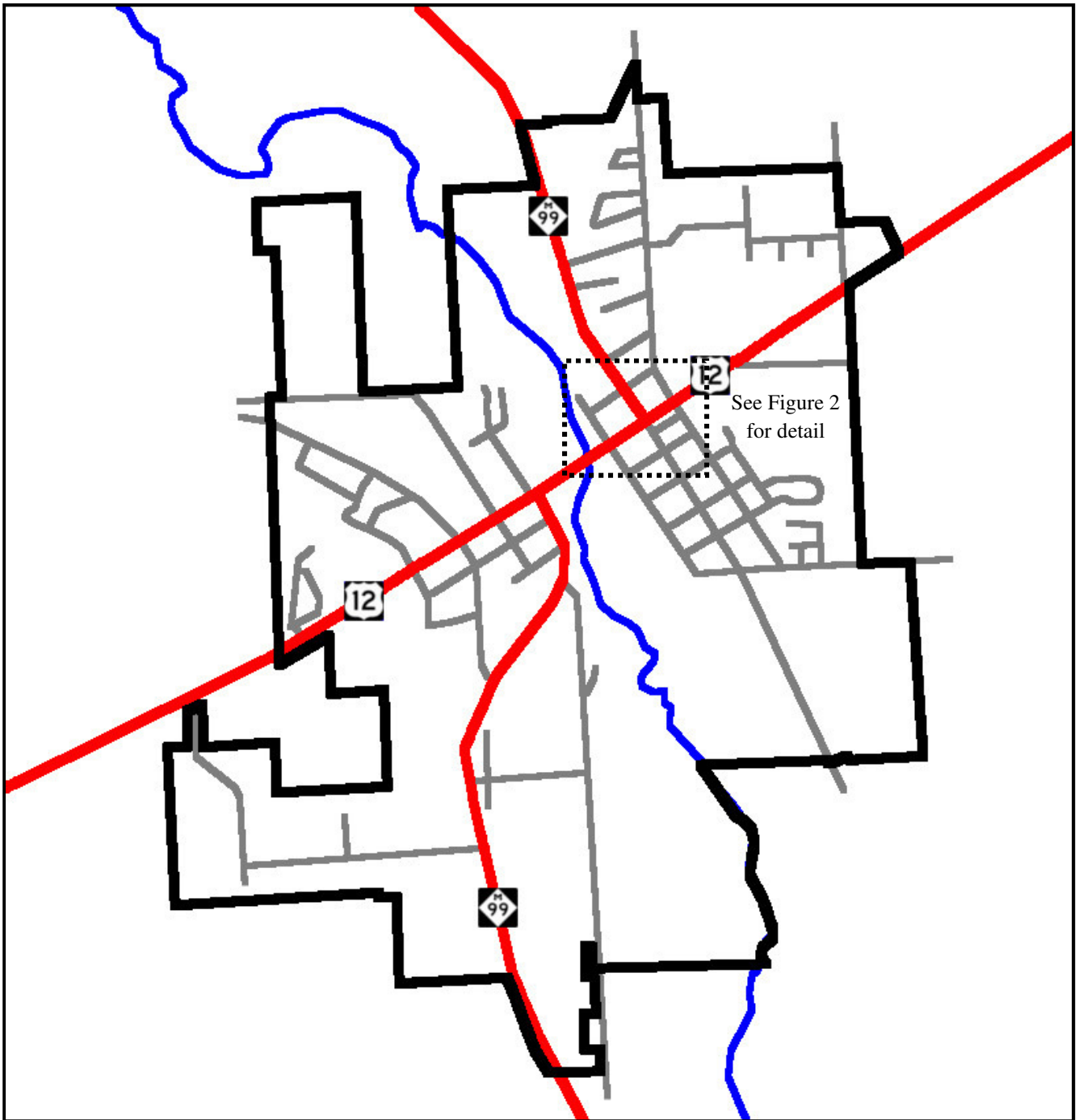


Figure 2 – Detail Map

