

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

For Construction
of

2009 SIDEWALK REPLACEMENT PROJECT



JIM HOLTON
Mayor

KATHIE GRINZINGER
City Manager

Prepared By:
Division of Public Works

DUANE F. ELLIS, P.E.
DPW Director/City Engineer

April 2009

[Form08]

City of Mt. Pleasant, Michigan

TABLE OF CONTENTS

2009 Sidewalk Replacement Project

Bidding Information

Notice To Bidders
Instructions To Bidders

Contract Documents

Proposal

Technical Specifications

Special Provisions

[2009 Sidewalk Replacement Project – TC]



THE CITY OF MT. PLEASANT, MICHIGAN

CITY HALL
401 N. Main • 48858-1698
(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

2009 Sidewalk Replacement Project

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on May 26, 2009, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2009 Sidewalk Replacement Project – May 26, 2009."

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

- | | | |
|----|----------------------------------|------------|
| 1) | Remove and Replace 4" Sidewalk | 40,000 SFT |
| 2) | Remove and Replace 6" Sidewalk | 9000 SFT |
| 3) | Remove and Replace Handicap Ramp | 40 EACH |

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/depts/engineering/biddinginfo.htm. Complete Plans and Specifications are available 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.

Gary Schwerin
Assistant City Engineer
(989) 779-5408

Jeremy Howard
City Clerk

[2009 Sidewalk Replacement Project – NB]

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 W. 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 \$9999 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 indicated in the Proposal 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 the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

Revised: February 2006

City of Mt. Pleasant, Michigan
BID PROPOSAL

2009 SIDEWALK REPLACEMENT PROJECT

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

BID DATE: May 26, 2009
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. The Bidder further agrees to pay as liquidated damages the sum of Two Hundred Dollars (\$200.00) for each consecutive calendar day thereafter, as provided.

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:

Replacement Sidewalk

Division 1 - Budgeted Division

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	Remove and Replace 4" Sidewalk	16,800	SFT	\$ _____	\$ _____
2	Remove and Replace 6" Sidewalk	3,780	SFT	\$ _____	\$ _____
3	Remove and Replace Handicap Ramp	17	EACH	\$ _____	\$ _____
4	Sand	378	TON	\$ _____	\$ _____
5	Sub-grade Undercutting	42	CYD	\$ _____	\$ _____
6	Restoration	4,620	LFT	\$ _____	\$ _____
TOTAL				\$	=====
					(figures)

(written)

_____ and ____/100 Dollars

Division 2 - Mini-Stimulus Division

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	Remove and Replace 4" Sidewalk	23,200	SFT	\$ _____	\$ _____
2	Remove and Replace 6" Sidewalk	5,220	SFT	\$ _____	\$ _____
3	Remove and Replace Handicap Ramp	23	EACH	\$ _____	\$ _____
4	Sand	522	TON	\$ _____	\$ _____
5	Sub-grade Undercutting	58	CYD	\$ _____	\$ _____
6	Restoration	6380	LFT	\$ _____	\$ _____
TOTAL				\$	=====
					(figures)

(written)

_____ and ____/100 Dollars

RESPECTFULLY SUBMITTED:

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

AREA CODE/TELEPHONE NUMBER _____ DATE _____

FAX NUMBER _____

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	Value of Work	Date Completed
-----------------------------	---	--------------------	---------------------	-------------------

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

CITY OF MT. PLEASANT
SPECIAL CONDITIONS
2009 SIDEWALK REPLACEMENT PROJECT

1. **Construction Requirements**

Sidewalk construction shall be completed following the requirements of the Sidewalk Construction Specifications of the City of Mt. Pleasant Standard Construction Specifications dated March 2007. Sidewalk construction shall also follow the latest ADA requirements.

2. **Beginning and Completion Time of Construction**

Work shall not begin before June 1, 2009. All work shall be completed by August 28, 2009.

3. **Maximum Removal and Reconstruction Period**

Any sidewalk removed shall be reconstructed and completed within three (3) working days. Excavated areas shall not be left uncompleted for longer periods of time. No excavations shall be left open over the weekend.

4. **Additional Work By Contractor For Property Owner(s)**

Any and all additional work between the contractor and property owner shall be handled and negotiated between the contractor and property owner. The city shall have no responsibility or liability for any additional construction.

5. **Signing and Barricading**

Lighted barricades or barrels must adequately protect all excavations. Type I, Type II, or approved reflectorized barrels, shall be used at all excavations that will remain open over night. Signing and barricading costs shall be borne by the contractor. The contractor shall provide the city with the telephone number of the signing company and the telephone number of local contact person available during non-working hours to place or replace signs, signals and barricades. One Hundred Dollars (\$100.00) shall be deducted from monies due to the contractor for each and every call requiring action by city forces for purposes of placing or replacing barricades and/or signing.

6. **Sidewalk Grade Elevation**

It is imperative that any continuous sections of sidewalk replacement be graded to allow water to drain both to the outside edge of the street side of the sidewalk and laterally to a driveway opening or perpendicular sidewalk connecting to the street. This may require raising either end of a continuous stretch of sidewalk to raise the grade to provide positive drainage. This may require the use of additional sand to elevate the sidewalk grade. The city will pay for all sand-compacted in-place by the ton. The contractor shall stockpile sand at the DPW yard for use in this contract. All delivery tickets shall be given to the inspector upon delivery. For bidding purposes an estimated amount of sand shall be included in the proposal.

7. **Sidewalk Handicap Ramps**

Handicap ramps shall be Type I or Type II and shall have EJIW cast iron detectable warning plates, or approved equal, installed. The existing curb shall be saw-cut at the gutter line, or the entire curb and gutter may be removed at the contractor's option and cost. The maximum allowable slope shall be a 1" on 12". Payment will be per ramp. Any ramp longer than ten linear feet (10'), measured from the curb face along the center of the ramp, will be paid on the square foot basis for four-inch (4") sidewalk.

8. **Damaged Sidewalk, Street or Driveways**

Any damage occurring to adjacent sidewalk, streets, or driveways outside the limits of removal will be replaced at the contractor's expense, unless otherwise agreed upon prior to removal. It is recommended that sawcutting take place at limits of removal to minimize damage to adjacent structures. Any newly poured sidewalk is to be protected by the contractor. Any damage occurring to concrete sidewalks prior to curing will be replaced at the contractor's expense. The contractor should verify listed quantities prior to removal.

9. **Property Protection/Restoration**

The contractor will be responsible for any damage occurring while removing, forming, or pouring concrete including broken curbs, water shut-offs, sidewalks, driveways, or ruts caused by any equipment or trucks. Redi-mix trucks are not to drive on curbs, driveways, or lawns. If necessary, planking is to be used while driving over curbs and lawns. Any rutted areas are to be rototilled, topsoiled, seeded, and mulched. If the existing lawn is sodded, the sod shall be squared and cut out, the ground shall be rototilled, brought to grade and re-sodded. Temporary restoration shall consist of filling in all excavations, topsoiling, and temporary seeding. Temporary restoration shall take place within three days of pouring concrete. Final restoration is to be completed within the time limitations of the contract or the city will complete restoration and deduct all cost from the contractor's pay request invoice.

10. **Inspection**

All sidewalk is to be inspected by a designated city inspector prior to pouring concrete. The grade will be inspected for proper elevation, depth, width, and compaction of sub-grade. All tree roots are to be removed, by grinding or cutting, a minimum of four inches (4") below proposed bottom concrete grade and replaced with sand. Increased sand quantities will not be paid for unless approval is given by the inspector prior to removal. All four and six inch (4" & 6") sidewalk is to be by actual measurement in depth. Depth in accordance with nominal lumber sizes will not be accepted. Copies of all ready-mix tickets must be turned into the inspector at the end of the day.

11. **Quantities**

Although a compilation of measurements was taken, all quantities are estimated only. Any increase in quantities will be considered an increase in Division 1 quantities, and any decrease in quantities will be considered a decrease in Division 2 quantities.

12. **Sidewalk Replacement Quantities and Locations**

Sidewalk replacement quantities are estimates pending final unit prices. Sidewalk replacement will be constructed in the following order of priorities:

- a) Complaint Requests (Approximately 35 Locations)
- b) Sidewalk Handicap Ramp Locations
- c) High – Lansing to Franklin
- d) Lincoln – Arnold to Mission
- d) Gaylord – Washington to Mission
- e) Arnold – Gaylord to Bellows
- f) Harris – Pickard to Arthur
- g) Harris – Robert to Harold
- h) Harris – Ward to Park
- i) Bruce – Adams to Harris
- j) Pennsylvania – Adams to Harris
- k) Adams – Boulton to Broadway
- l) Adams – Broadway to Fessenden
- m) Belnap – Henry to Adams
- n) Adams – Granger to Burch
- o) Boulton – Maxwell to Adams
- p) Illinois – Arnold to Mission
- q) Wisconsin – University to Franklin
- r) Locust - University to Franklin
- s) Locust – Lansing to Fancher

A complete list of locations and quantities will be prepared for each address prior to the beginning of work.

13. **Local Bidders Preference**

The City of Mt. Pleasant purchasing policy stipulates:

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 \$9999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.

This preference differential will be calculated only on Division 1 – Budgeted Division for purposes of determining low bid.

For **projects identified as mini-stimulus**, the Mt. Pleasant City Commission has approved an exception to expand the local preference portion of the City's purchasing policy so that it is as follows:

The City of Mt. Pleasant gives preference to businesses located within the City and the County for the 2009 projects identified as mini-stimulus. The preference is a differential over the low bid if the low bid is not from a "local" bidder. The differential allowed based on the definition of "local" is:

Business located within the Mt. Pleasant City Limits = 5% differential allowed

Business located with the Isabella County Limits = 3% differential allowed

There is no cap amount on the differential, and if the calculation should result in a tie between a City bidder and a County bidder and the City bidder meets all other requirements of the bid, the bid will be awarded to the City bidder.

This preference differential will be calculated only on Division 2 – Mini-Stimulus Division for purposes of determining low bid.

This exception is only for projects identified as Mini-Stimulus and will not carry over to future projects that are released for bid.

THE CONTRACT LOW BID AMOUNT WILL BE DETERMINED USING THE COMBINED TOTALS FOR BOTH DIVISIONS INCLUDING ANY PREFERENCE AMOUNT.

14. **Sub-Contractors**

The Contractor shall identify all sub-contractors that will perform work on this project, when the bids are submitted. This information may be reviewed and considered by the City Commission when determining award of the project.