

City of Mt. Pleasant, Michigan

CONTRACT DOCUMENTS

for

2017 Street Sweepings Disposal Bid



KATHLEEN LING
Mayor

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City Manager

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September 2016

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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

2017 STREET SWEEPINGS 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, October 11, 2016 at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2017 Street Sweepings Disposal - Tuesday, October 11, 2016".

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

Disposal of approximately 1,500 tons of street and catch basin sweepings from January 1, 2017 until December 31, 2017.

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, and navigate to the Bids and Quotes page.

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.

John Zang
DPW Director
(989) 779-5402

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

ADMINISTRATIVE MEMO NO 8-78

Issued: October 10, 1978

Revised: June 21, 1989

Subject: **MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS**

Summary Statement

The provision of adequate insurance by persons and businesses working for the city or on street right-of-way is essential to protect the public from the costs of injury or damage and to protect the city from unnecessary liability resulting from the acts of persons and businesses working for the city. Minimum insurance requirements are needed to provide this protection.

Memo

Persons or businesses which provide professional services to the city under the terms of a written contract or provide labor and/or material to accomplish work for the city or for others on or over street right-of-way or other city property shall carry insurance and bonds to protect the public and the City from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits, or other authorization to begin work, certificates of insurance evidencing the purchase of insurance in amounts not less than required by the Administrative memo or bid specifications, whichever is greater, shall be filed with City Clerk. Such certificates shall:

- a. Show that the insurance is currently in force and termination date of each policy.
- b. State the limits of liability of the policies covered by the certificate.
- c. Show that the City of Mt. Pleasant is to be specifically named in policy as an "additional insured" and should be issued to the City of Mt. Pleasant as the certificate holder.
- d. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the State of Michigan.

Required bonds shall be filed with the City Clerk prior to the signing of contracts or other authorizations to proceed with work.

Insurance and bonds shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks should be considered and with approval of the City Manager may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

INSURANCE REQUIREMENTS

Type	Limit of Liability	Required of: City Contractor	Contractor On R-O-W
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability (including products and completed operations liability)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Automobile Liability (including hired cars and automobile non-ownership)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each occurrence	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Additional Insured Clause	City of Mt. Pleasant to be specifically named in policy as an "additional insured"	X	X
Excess Liability (Required unless risk occurrence is nominal)	\$1,000,000 each	X	

Persons or businesses engaged to provide labor and material in an amount in excess of \$10,000, or who will receive partial payments as work progresses will provide labor, performance and material bonds equal to the value of the work being performed. Such bonds are not required where the work to be done is of a type in which the failure to perform will not adversely affect the city's ability to function or increase the city's cost of completing the work.

City of Mt. Pleasant, Michigan
BID PROPOSAL

2017 STREET SWEEPINGS DISPOSAL

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

BID DATE: October 11, 2016
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 PER TON	TOTAL
Street sweeping disposal, January – December 2017	Up to 1,500	TON	\$ _____	\$ _____
TOTAL BID			\$ _____	

_____ and ____/100 Dollars.
(Total bid - written)

NOTE: Quantities listed on this Proposal include those listed on MDOT Form 426.

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

For the contract period – January 1, 2017 through December 31, 2017

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

**City of Mt. Pleasant, Michigan
2017 STREET SWEEPINGS 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 sweepings for period of one year. The City presently estimates 1,500 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.

- Bidders shall list the weigh station name and address on the proposal.
- The City of Mt. Pleasant will supply a front-end loader and operator to load the contractor's trucks.
- 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.
- 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 and catch basin sweepings shall be hauled from separate stockpiles at the City's Wastewater Treatment Facility, located at 1301 North Franklin Street.
- The sweepings shall be stockpiled and have had an opportunity to drain so as not to be saturated with water.
- Contract period shall be January 1, 2017 through December 31, 2017.

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 and/or catch basin sweepings at least every other month during warm weather months, April through November, or more often and weather permitting, 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.
- 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 street and catching basin sweepings.
- **No fuel surcharges or administrative fees will be allowed under this contract.** Unit pricing must be all inclusive.
- Payment shall be made based on weight tickets on a price per ton basis.