

CITY OF HILLSDALE, MICHIGAN ADVERTISMENT FOR BIDS

2022 Hillsdale Street Projects

The City of Hillsdale is requesting proposal for the following street projects:

Morry St. (S. Howell to Walnut), S. Howell St. (Hallett to south city limits) and Lynwood Blvd. (S. Howell to Reading Ave.) – Project includes street milling and resurfacing including potential miscellaneous subgrade and concrete curb/gutter and sidewalk work.

All work shall be in accordance with the project drawings and the applicable sections of the 2012 MDOT Standard Specifications for Construction.

RFP due date/ Public Opening:

Sealed proposals are due by 2:00 pm (local time) on XXXXXX, 2022 at the following location:

Hillsdale City Hall Office of the City Clerk 97 N. Broad Street Hillsdale, MI 49242

Project Locations:

Located in the SW quadrant of the city, east of Broad Street (M-99) and south of Hallett Street.

Project Scope of Work:

Work consists of milling and resurfacing all roads referenced on the attached project drawings within the specific project limits.

Concrete work on the project will consist of miscellaneous removal and replacement of concrete curb and gutter and construction sidewalk ADA ramp and sidewalk in locations noted on the project drawings.

A new storm sewer system may be constructed on Morry Street and S. Howell as shown on the project drawings.

Manholes within the area may require new castings which will be provided by the city. Locations are noted on the attached project drawings. Costs for placement of the new casting are covered in the cost for adjustment at each casting noted.

Prior to this project a new water main will be reconstructed on Morry St. by others. That contract will require the contractor to restore the trench on Morry St. by utilizing compacted Class II sand backfill over the main and overlaid by 12" of compacted 22A aggregate base. The watermain trench within the intersection of S. Howell St. and Morry St. will be restored using 2" of HMA, which will be removed during the paving project. Any necessary curb and gutter replacements, paving work and turf restorations required as a result of the previous water main work will be completed under this contract.

Traffic control and detour signage for this project shall as shown in the construction drawings.

Due to this proximity to Hillsdale Hospital the contractor shall maintain, to the best of their ability, maximum access to the hospital. The city will be communicating regularly with hospital management the project schedule.

Anticipated Project Schedule:

City Council Anticipated Award of Contract:	XXXXX, 2022
Anticipated Construction Start Date:	July 1, 2022 or after completion of the Morry Street water main project.

Construction Completion Date:

October 15, 2022

Instructions to proposers:

- Proposals must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, <u>"2022 Street Projects – City of Hillsdale"</u>
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, at the above required time. All proposals will be date stamped and time marked upon receipt. Proposals <u>may not</u> be faxed or e-mailed.
- No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsibility for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.

- The City of Hillsdale reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.
- The City of Hillsdale reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.
- Proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record and available for review.
- Communications regarding this proposal may be directed to:

Kristin Bauer City Engineer City of Hillsdale Hillsdale, MI 49242 517-437-6479 kbauer@cityofhillsdale.org

Conditions applicable to proposal:

- Applicable Laws: The Ordinances and Charter of the City of Hillsdale and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- The City of Hillsdale hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on grounds of sex, race, color, age, weight, height, marital status, religion or national origin in the consideration for an award.
- This request for proposal does not commit the City of Hillsdale to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004621). The price must be net, exclusive of taxes.

Indemnification:

The Contractor shall indemnify and hold harmless the City of Hillsdale, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for

whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Insurance:

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws and statutorily required.

- The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.
- The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.
- The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.
- Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

Changes and addenda to proposal documents:

Information of change or addendum issued in relation to this document will be on file and available in the Office of the City Clerk, as well as published on MITN. In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

Proposal results:

All proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

Anti-Collusion:

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

Bid Bond/ Performance Bond:

Bids must contain the names of every person or company interested therein and shall be accompanied by a Bid Bond in the amount of 5% of the amount bid with satisfactory corporate surety, subject to conditions provided in the Instructions to Bidders. The successful bidder will be required to furnish satisfactory Performance Bond and Maintenance and Guarantee Bond in the amount of 100% of the Bid, and Labor and Material Bond in the amount of 50% of the Bid

PROPOSAL: All bids will be paid utilizing Unit Prices in accordance with the submitted proposal for each part of the bid.

ITEM DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL COST
Mobilization (Max. 5% of Bid Amount)	1	LS		
Curb & Gutter, Rem	700	LF		
Sidewalk, Rem	21	SY		
HMA Surface, Rem	14,645	SY		
Machine Grading	14,645	SY		
Pav't, Rem	26	SY		
Storm Sewer Pipe SDR 35 PVC, 12 Inch, Tr Det B	815	LF		
Dr Structure, 24 Inch	9	EA		
Dr Structure Cover, Adj, Case 1	20	EA		
Gate Valve, Adj, Case 1	18	EA		
Curb & Gutter, Conc, F-4	700	LF		
Sidewalk, Conc, 4 inch	0	SF		
Sidewalk/Driveway, Conc, 6 Inch	191	SF		
Sidewalk Ramp, Conc, 6 Inch	110	SF		
Detectable Warning	10	LF		
HMA, LVSP	3845	Ton		
Agg Base (22A), Conditioning (If needed)	300	SY		
Subgrade Undercutting, Type II	150	CY		
Turf Establishment	700	SY		
Traffic Control	1	LS		
		GRA	ND TOTAL:	

The undersigned, having familiarized (himself/herself) with the Request for Proposal, the bidder shall examine the scope of work to be completed and shall completely familiarize (himself/herself) with existing conditions to be encountered, the difficulties and limitations involved in completing the project and all other factors affecting the work proposed with this project. The Contractor shall provide all necessary labor, transportation, meals, etc. to perform all the work and furnish all necessary material to complete plans outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

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:

Addendum No.	Addendum Date

<u>Certification Regarding Debarment, Suspension and Other Responsibility Matters</u> <u>Primary Covered Transaction</u>

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE NAME OF PROPOSER	
PRINTED NAME OF PROPOSER	
TITLE	
NAME OF COMPANY	
ADDRESS	
CITY/STATE/ZIP	_TELEPHONE
EMAIL	DATE

TECHNICAL SPECIFICATIONS

CITY OF HILLSDALE

GENERAL INFORMATION

Unless noted otherwise all work on this project shall be performed promptly and professionally in conjunction with the project documents, the 2012 MDOT Standard Specifications for Construction and City of Hillsdale Codes and Ordinances, as applicable.

SITE ACCESS/HOURS OF WORK

- By City of Hillsdale Ordinance Section 14-63, work shall be restricted to the following hours, except as work may relate to the safety and/or protection of persons, the work or the property at the site:
 - Monday through Saturday (except legal Holidays): 7:00am to 6:00pm
 - Work requests outside these time limits require written permission of the City Manager.
- Contractor shall limit construction access to the site from public roadways and use of the private premises to allow for private resident access. All access to the site shall be coordinated with the resident for access.
- A minimum of 48 hours prior to beginning work the contractor shall provide written notices to the property owners about the pending work to be performed should the work directly impact access to homes beyond the normal work times.
- The contractor shall make every effort to maintain responsible access to properties in the work zone. At the end of each work day access to properties shall be re-established.

SITE PRODUCT STORAGE & CLEANING

- Products for the contractors use may be stored within the public ROW and shall be properly secured and barricaded. Any areas damaged by the material storage shall be restored at completion of the project to the satisfaction of the Department of Public Services and this contract.
- No loose material i.e.; soil materials, stone, etc. shall be stored within the roadway Loose materials stored off the roadway shall be surrounded by properly installed silt fence or similar measures to ensure material will not wash into the roadway and/or storm sewer systems.
- Contractor shall ensure the work area is maintained free of debris and waste materials are remove daily.
- Contractor shall maintain and ensure all paved surfaces are kept clean.
- Should dust or other site issues become an issue the contractor shall correct any unsatisfactory conditions within 24 hours of notice of the issue. Should the contractor not mitigate the issues in a timely manner the city may arrange for corrective measures and charge the contractor for the work.

CITY OF HILLSDALE SPECIAL PROVISION FOR MOBILIZATION Page 1 of 1

DESCRIPTION

This work shall be done in accordance with Section 150 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

CONSTRUCTION

Work shall include the preparatory work and operations including, but not limited to, the following:

- Preparatory work and expenses incurred prior to beginning work onsite.
- Transport materials, personnel, and equipment to the job site.
- Establishment of temporary onsite construction facilities, if required.
- Provided insurance, bonds, and other costs associated with the project in general and not included in other pay items.
- Coordination with property owners.
- All required submittals.

MEASUREMENT AND PAYMENT

This pay item as listed for Mobilization (Max. 5% of Bid Amount) will be paid for at the contract Lump Sum (LS) amount as follows:

PAY ITEM

Mobilization (Max. 5% of Bid Amount)

PAY UNIT

Lump Sum (LS)

- 50% of the Mobilization payment will be made after 5% of the original contract amount is earned and billed.
- Final 50% payment will be made after 25% of the contract amount is earned and billed.

CITY OF HILLSDALE SPECIAL PROVISION FOR SIDEWALK/DRIVEWAY/RAMPS, CONC, 4 or 6 INCH Page 1 of 1

DESCRIPTION

This work shall consist of replacing removed concrete sidewalk/driveway/ramps or as directed by the Engineer and shall be in accordance with Section 803 of the MDOT 2012 Standard Specifications for Construction and as specified herein.

CONSTRUCTION METHODS

Work shall include furnishing, placement and compaction of the sand base to a minimum depth of 4 inches compacted prior to concrete placement. Work includes all excavation, compaction, sawing if required, proper placement of sidewalk/driveway material and expansion material as required.

The material to be used for Sidewalk shall be: Concrete – Uniform, Grade P1, 3500 PSI, Air Entrained.

Sand base shall meet requirements of Granular Material Class II, Section 902 of the MDOT 2012 Standard Specifications for Construction.

Sidewalk sections shall be a minimum of 4" thick concrete and ADA compliant.

Driveways, drive approaches, sidewalks at drives and ADA sidewalk ramps shall be a minimum of 6" thick and fully ADA compliant.

Sidewalk/driveway sections that need are removed and to be replaced shall be maintained with Maintenance Gravel until final hard surface restorations are completed.

ADA compliant pedestrian barricades shall remain in place until the concrete surface is restored.

MEASUREMENT AND PAYMENT

The completed work under this special provision, including Maintenance Gravel, will be considered as incidental to the water service replacement and will not be paid for separately. Pedestrian barricades will be paid under Traffic Control item.

SIDEWALK, CONC, 4 or 6 INCH shall include all material, labor, and equipment needed to accomplish the concrete replacement including furnishing, placing, compacting the sand base and any Maintenance Gravel.

CITY OF HILLSDALE SPECIAL PROVISION FOR TRAFFIC CONTROL Page 1 of 2

DESCRIPTION

Traffic shall be maintained by the Contractor throughout the project in accordance with Section 104.07, 104.11, 812 and 922 of the MDOT 2012 Standard Specifications and in accordance with any Supplemental Specifications and any requirements of the City of Hillsdale Right-Of-Way (ROW) Permit, as issued. All traffic control devices shall conform to the most current version of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

The Contractor shall coordinate operations with other Contractors or Utility owners performing work on other projects within adjoining areas to avoid conflicts in maintenance of traffic, construction signing and to provide for the orderly progress of work.

The Contractor shall provide access at all times, within reason, during construction for school buses, garbage trucks, and any other service vehicles required to traverse and service residences within the construction area.

The City of Hillsdale maintenance crews and/or other Contractors may perform work within or adjacent to the project areas. No additional payment will be made to the Contractor for the joint use of traffic control items or coordination efforts.

CONSTRUCTION INFLUENCE AREA (CIA)

The CIA shall include the right of ways of the listed project areas within the City of Hillsdale including all intersecting access as far as the advanced signing required to accommodate all traffic control devices.

The Contractor shall maintain pedestrian access throughout the entire project at all times during construction. Areas of sidewalk that are to be removed and replaced shall be maintained with Maintenance Gravel until final hard restoration. Pedestrian access to all residences, churches, and businesses shall be allowed at all times. Contractor shall provide sidewalk barricading until surface restorations are complete or installation of temporary maintenance gravel is installed.

The Contractor shall maintain access to all adjacent property locations at all times and any associated costs shall be included in the Traffic Control Payment item.

- Barricades used to control traffic at night shall be lighted.
- Drums used shall be plastic drums or channelizing devices, grabber cones are an acceptable alternate to drums.
- ADA Compliant Pedestrian panels shall be used at any sidewalk removals and shall not be removed until a temporary or permanent hard surface is restored.

CITY OF HILLSDALE SPECIAL PROVISION FOR TRAFFIC CONTROL Page 2 of 2

Maintaining Traffic includes all additional work and materials necessary for traffic maintenance, utility maintenance and coordination, and maintenance during construction for all items of work.

TRAFFIC RESTRICTIONS

The Contractor shall provide advance warning signs of their work area and shall maintain two-way traffic on all roadways.

Should longer term restrictions be required the Contactor shall provide a detour or road closure plan to the Engineer that adheres to the most current version of the Michigan Manual of Traffic Control Devices (MMUTCD).

MEASUREMENT AND PAYMENT

This pay item as listed for Traffic Control will be paid for at the contract Lump Sum (LS) amount as follows:

PAY ITEM

PAY UNIT

Traffic Control

Lump Sum (LS)

- 50% of the Traffic Control payment will be made after 5% of the original contract amount is earned and billed.
- Final 50% payment will be made after 25% of the contract amount is earned and billed.

TRAFFIC CONTROL shall include all material, labor, and equipment needed to accomplish the traffic control as specified and per the contractors approved plan including furnishing, placement, operation and maintenance of all traffic control devices required for completion of the required work.

CITY OF HILLSDALE SPECIAL PROVISION FOR TURF ESTABLISHMENT Page 1 of 4

DESCRIPTION

This work shall consist of the establishment of a durable, permanent, weed free, mature, perennial turf including, but not limited to, fine grading, top soiling, seeding, fertilizer nutrient, mulching, mulch anchoring, watering, weed control, maintenance and repair of turf during the life of the contract.

MATERIALS

Selection of materials unless otherwise noted shall be the responsibility of the Contractor with the following minimum conditions;

- **Topsoil:** Shall be furnished or salvaged supporting vigorous growth. Topsoil shall be humus bearing and free from all foreign material, vegetation clumps and stones greater than 1/2" diameter. Topsoil shall be placed at a depth of 4 inches.
- **Seed**: Mixture shall be MDOT TDS per Table 917-1 of the 2012 MDOT Standard Specification and provided by an MDOT approved certified vendor. Furnish seed in durable bags, each marked by the supplier of the blended mix with a tag giving name, lot number, and net weight of contents, purity and germination.
- **Mulch:** Mulch seeded areas with the appropriate materials for site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.
- Herbicides: Comply with all federal, state and local laws. Herbicides shall be furnished and applied as required to control weed growth. The Contractor shall select the herbicide and rate of application in accordance with the manufacturer's recommendations. The Contractor shall comply with all federal, state and local laws as noted in Section 107 of the Standard Specifications for Construction. Notify the Engineer at least 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.
- **Fertilizers**: Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).
- **Water:** Furnish and apply water from an approved source at a rate to promote healthy growth.

CITY OF HILLSDALE SPECIAL PROVISION FOR TURF ESTABLISHMENT Page 2 of 4

CONSTRUCTION METHOD

The Contractor is responsible for all work and construction methods used in completing the work. Standard seeding or Hydroseeding are both acceptable methods for restoration per the below methods.

Standard Seeding:

- After the areas to be seeded have been brought to the required grade and properly trimmed, bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 inches to 4 inches. Thoroughly break all lumps and clods.
- If the prepared seedbed is not fertilized, satisfactorily seeded, and mulched before the friable condition is lost through compaction or crusting, repeat the seedbed preparation prior to seeding or reseeding.
- Rake prepared seedbed before seeding.
- Broadcast fertilizer on the surface as the first step of the seeding process. Work fertilizer into the soil to a depth of 1 to 2 inches. Apply uniformly at a rate equivalent to 240 pounds per 1,000 square feet of 16-32-4.
- Sow seeds following or in conjunction with the fertilizer and while the beds are in friable condition, do not sow seeds through mulch.
- Apply seeds at a minimum rate of 5 pounds per 1,000 square feet. Do not seed when wind velocity exceeds 5 miles per hour.
- Float and lightly compact areas to incorporate the seed into the uppermost ¹/₂ inch of the soil.
- Visually inspect the seeded areas for uniformity of application; areas in which visual inspection fails to reveal an average of 2 seeds per square inch shall be resewn at no additional cost to the owner.
- Apply mulch immediately after seeding, provide uniform distribution and allow sunlight to penetrate mulch.
- Small grain mulch shall be applied at a rate of 2.5 bales per 1000 square feet. Mulch shall be anchored.
- Hydro mulch must be applied at a rate of 2,000 pounds per acre. Do not apply if rain is anticipated within24 hours. Reapplication is required after rain damage at the contractor's expense.
- Mulch blankets can be utilized in accordance with the Manufacturer's guidelines.

Hydroseeding:

• After the areas to be seeded have been brought to the required grade and properly trimmed, bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 inches to 4 inches. Thoroughly break all lumps and clods.

CITY OF HILLSDALE SPECIAL PROVISION FOR TURF ESTABLISHMENT Page 3 of 4

- If the prepared seedbed is not fertilized, satisfactorily seeded, and mulched before the friable condition is lost through compaction or crusting, repeat the seedbed preparation prior to seeding or reseeding.
- Rake prepared seedbed before seeding.
- Apply fertilizer with seed at a rate equivalent to 6.25 pounds per 1,000 square feet of 16-32-4.
- Use equipment only specifically designed for hydraulic seeding application.
- Mix seed, fertilizer and pulverized mulch in water until uniformly blended into homogeneous slurry. Continue mixing during application.
- Float and lightly compact areas to incorporate the seed into the uppermost ¹/₂ inch of the soil.
- Visually inspect the seeded areas for uniformity of application; areas in which visual inspection fails to reveal an average of 2 seeds per square inch shall be resewn at no additional cost to the owner.
- Apply mulch immediately after seeding, provide uniform distribution and allow sunlight to penetrate mulch.
- Small grain mulch shall be applied at a rate of 2.5 bales per 1000 square feet. Mulch shall be anchored.
- Hydro mulch must be applied at a rate of 2,000 pounds per acre. Do not apply if rain is anticipated within 24 hours. Reapplication is required after rain damage at the contractor's expense.
- Mulch blankets can be utilized in accordance with the Manufacturer's guidelines.

Maintenance:

The Contractor is responsible for follow-up maintenance per the following requirements:

- Inspect materials planted in the spring during the summer or early fall, and take corrective action during the fall planting season.
- Inspect materials planted in the fall during the spring and take corrective action during this spring planting season.
- Reseed, plant, fertilize, mulch, topsoil, grade and roll as necessary to achieve a uniform lawn [stand of grass] free from eroded or bare areas.
- Water seeded areas as required to maintain the viability of the Product.

CITY OF HILLSDALE SPECIAL PROVISION FOR TURF ESTABLISHMENT Page 4 of 4

MEASUREMENT AND PAYMENT

The completed work under this **Turf Establishment** special provision will be considered incidental to the water service replacement and will not be paid for separately.

Turf Establishment shall include all materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair, and meet the acceptance parameters for turf establishment will not be paid for separately.

Repairs made to damaged turf establishment areas as a result of a documented storm by a local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hr. period will be paid for as an increase to the original quantities as described in subsection 109.07 of the Standard Specifications for Construction.

Upon completion of the topsoil surfacing, seeding, and mulching stage 50% of the authorized amount for Turf Establishment will be paid the contractor. The remaining amount will be paid upon final acceptance of the established turf.

CITY OF HILLSDALE, MICHIGAN CONTRACTOR SAFETY POLICY

Good communication is a necessary element of maintaining safety. Everyone working at a jobsite must work cooperatively to identify safety hazards and communicate prevention practices that will improve the safety and health of everyone involved. Therefore, the City of Hillsdale, has implemented the following contractor safety program for our worksites so that on the job injuries are minimized and work practices may be standardized.

Purpose

A written contractor safety policy establishes guidelines to be followed for contractors working for the City of Hillsdale. The rules established:

- Provide a safe working environment.
- Govern facility relationships with outside contractors.
- Ensure that Contractor employees and our employees are trained to protect themselves from all potential and existing hazards.

The effectiveness of the contractor safety program depends upon the active support and involvement of all employees. This plan is intended to ensure that all contractor work practices are carried out safely to minimize the possibility of injury or harm to the contractors' employees or our own employees. It is intended to serve as an additional tool in safeguarding the health and safety of employees.

The very nature of utility construction and operation places employees and contractors in hazardous situations. Workers should always exercise extreme caution when at a jobsite.

This document is provided to ensure that all appropriate City of Hillsdale safety plans, policies and procedures are communicated to all participating contractors. It also provides an avenue for contractors to communicate their safety plans, policies and procedures to the City of Hillsdale. This program aims to prevent personal injuries and illnesses.

Safety Coordinator Duties

The Safety Coordinator is responsible for developing and maintaining the program. Employees may review a copy of the plan. It is located at 45 Monroe St. safety office and in the Safety Dept. folder of the computer system. In addition, the Safety Coordinator is responsible for maintaining any records related to the contractor safety program.

If after reading this program, you find that improvements can be made, please contact the Safety Coordinator. We encourage all suggestions because we are committed to the success of our contractor safety program. We strive for clear understanding, safe behavior, and involvement from every level of our company.

Explanation of Responsibilities

City of Hillsdale Responsibilities

The City of Hillsdale has specific safety responsibilities when hiring contractors, which include the following listed steps:

1. Take steps to protect contract workers who perform work on or near a potentially hazardous process, facility, or area.

2. Obtain and evaluate information regarding the contract employer's safety performance and programs.

3. Inform the contractor of known potential electrical, fire, explosion, or chemical release hazards related to the contractor's work.

4. Develop and implement safe work practice procedures to control contract employee entry into hazardous work areas and operation or repair of utility facilities.

5. Require contractors to provide appropriate personal protective equipment to their employees at all times.

6. Periodically evaluate the contract employer's fulfillment of his or her responsibilities under this policy.

7. Hire and use only contractors who meet Contractor Selection Criteria as listed in the next section of this policy.

Contractor Responsibilities

Contract employees must perform their work safely. Considering that contractors often perform very specialized and potentially hazardous tasks, such as confined space entry activities and non-routine repair activities, their work must be controlled. Contractor responsibilities when accepting contracts with the City of Hillsdale include the following listed steps. The contract employer will:

1. Assure that the contract employee is trained in the work practices necessary to safely perform his or her job.

2. Instruct the contract employee in the potential electrical, fire, explosion, or chemical release hazards related to his or her job and the process.

3. Document contract employee training.

4. Inform contract employees of and then enforce safety rules of the facility, particularly those implemented to control the hazards of the contracted process during operations.

5. Require that all subcontractors abide by the same rules to which the contractor is bound.

6. Abide by the facility smoking rules.

7. Notify plant operators, foremen, or managers of any operations that could interrupt utility services. Also, immediately notify said individuals if an unexpected utility interruption has occurred.

Guidelines for Contractor Safety

The following listed steps are the standard procedures for evaluating and choosing contractors who will work on-site at the City of Hillsdale.

To determine that past safety performance, the group or individual selecting the contractor may consider the contractor's:

• OSHA log, which includes the injury and illness rates (number of lost-time accident cases, number of recordable cases, number of restricted workday cases, number of fatalities) for the past three years.

• Written safety program and training system.

Contractor work methods and experience should be evaluated. Ensure that for the job in question the contractor and its employees have the appropriate:

- Job skills.
- Equipment.
- Knowledge, experience, and expertise.

• Permits, licenses, certifications, or skilled tradespeople necessary to perform the work in question.

The contractor must be willing and able to provide a current certificate of insurance for workers' compensation and general liability coverage with the City of Hillsdale.

Each contractor must be responsible for ensuring that its employees comply with all applicable local, state, and federal safety requirements, as well as with any safety rules and regulations set forth by the City of Hillsdale, at which it is performing the contracted work.

Possible ways to determine past compliance with such safety regulations include:

• Requesting copies of any citations for violations occurring within the last three years, to determine the frequency and type of safety laws violated.

• Having all bidders on jobs describe in detail their safety programs, infractions, accidents, and workers' compensation claims within the last three years.

This information will provide the City of Hillsdale with a solid background on that contractor's safety performance and adherence to safety rules and regulations.

Guidelines for Information Exchange

City of Hillsdale Guidelines for Information Exchange

Before contract work begins, the City of Hillsdale must:

Designate a representative to coordinate and communicate all safety and health issues with the contractor. The designated representative will have a copy of the work document, be thoroughly familiar with its contents, and with the safety and health aspects of the work, or know whom to call to obtain this information. The designated representative is responsible for ensuring that all company responsibilities listed below are carried out.

1. Provide a copy of the applicable safety policies and procedures to the contractor.

2. Inform the contractor of any emergency signals and personnel clearance procedures that may be put into operation in areas where the contractor's employees are working.

3. The contractor should be given the telephone numbers of any appropriate City of Hillsdale BPU manager, the nearest hospital, ambulance service, and fire department.

4. Work directly with the contractor's designated representative, with whom all contacts should be made.

5. Review all contract requirements related to safety and health with the contractor's designated representative, including, but not limited to, rules and procedures, personal protective equipment (PPE), and special work permits or specialized work procedures.

6. Inform contractor's designated representative of the required response to employee alarms and notices.

7. Communicate thoroughly with the contractor's designated representative any safety and health hazards (particularly non-obvious hazards and hazard communication issues) known to be associated with the work, including those in areas adjacent to the worksite. Tell them it is the contractor's responsibility to convey this information to its employees.

8. Ensure that all affected employees at this company receive training on all hazards which the contractor may introduce.

During the contract work, this company must:

1. Limit, as necessary, the entry of company employees into contractor work areas.

2. Monitor the contractor's compliance with the contract throughout the duration of the work. When checking contractor work during the project, note any negligent or unlawful act or condition in violation of safety standards or requirements. Any items noted should be brought immediately to the attention of the contractor's designated representative. However, if an unsafe act or a condition is noted that creates an imminent danger of serious injury, immediate steps should be taken to stop the unsafe act or condition. Do not allow work that is in violation of a regulation to continue.

3. Document all discussions, including place, time, and names of contractor employees involved.

4. For work for which this company has developed specific and generally applicable procedures, make sure contractors and their subcontractors follow the same procedures.

5. Obtain a copy of each OSHA recordable injury report from the contractor and subcontractor. Investigate and report to the director of utilities all personal injuries to contractor and subcontractor employees.

6. Investigate and report any property damage caused by a safety accident. Maintain a contractor accident report file.

Contractor Guidelines for Information Exchange

Before the contract work begins, the contractor must:

1. Designate a representative to coordinate all safety and health issues and communicate with the City of Hillsdale's designated representative.

2. Provide information to the designated representative on the safety and health hazards that may arise during the course of the contractor's work at the City of Hillsdale BPU and the means necessary to avoid danger from those hazards, including Hazard Communication and all other potential hazards.

3. Obtain from the City of Hillsdale any safety rules and regulations in effect at the site or potential hazards present that may affect the contractor's work.

4. Be certain to be informed of any emergency signals and personnel clearance procedures that may be put into operation in areas where the contractor's employees are working.

5. The contractor should be certain to have the telephone numbers of any appropriate City of Hillsdale manager/designee, the nearest hospital, ambulance service, and fire department.

6. Advise and train its employees on hazards associated with the work to be performed, including any Hazard Communication or other hazard information provided the contractor by the City of Hillsdale.

7. Keep the designated representative of the City of Hillsdale fully informed of any work that may affect the safety of the City of Hillsdale's employees or property. This includes complying with the state and federal right-to-know legislation and providing the designated representative appropriate material safety data sheets (MSDSs) or other required information about chemicals the contractor will bring onto the site.

8. Know who to call and what to do in emergencies, including where first aid and medical services are located and train employees on this.

During the contract work, the contractor will:

1. Have a designated site safety coordinator present and attentive to the work being carried out at all times that the contractors and/or subcontractors are working at the site.

2. Ensure that all subcontractors are abiding by the terms of this plan.

3. Perform its work while the plant or system is operating, if necessary, and establish necessary safe practices to permit work under operating conditions without endangering any person or property. This includes but is not limited to barricading, sign-posting,

any person or property. This includes but is not limited to barricading, sign-postin grounding, lockout/ tagout, etc.

4. Make sure that any equipment, chemicals, or procedures used by the contractor to perform contracted work meet all OSHA requirements.

5. Be held responsible and accountable for any losses or damages suffered by the City of Hillsdale and/or its employees as a result of contractor negligence.

6. Provide its employees with medical care and first-aid treatment.

7. Use only the plant or building entrance designated, and follow the facility access control practice. The contractor also will ensure that each contractor employee is issued and wears some form of easily seen identification.

8. Provide supervisors and employees who are competent and adequately trained, including training in all health and safety aspects of the work involved in the contract.

9. Provide all tools and equipment for the work, including personal protective equipment (PPE), and ensure the equipment is in proper working order and employees are instructed in its proper use.

10. Maintain good housekeeping in the workplace.

11. Follow specific instructions supplied by this company should emergency alarms be activated.

12. Notify the designated representative immediately of any OSHA recordable injury or illness to contractor employees or subcontractor employees occurring while on the site of this company. Provide a copy of each accident report to the designated representative.

13. Receive and use a copy of any applicable City of Hillsdale written safety policies and procedures.

14. After conclusion of the contract work, the contractor is responsible for cleaning all work areas and disposing of any discarded materials in a proper and legal manner.

Training Requirements

City of Hillsdale Requirements

City of Hillsdale makes sure that affected City employees receive training on all hazards to which they will be introduced by a contractor. In addition, we emphasize to the contractor that it is the contractor's responsibility to convey to its employees any safety information provided by the City of Hillsdale to the contractor.

Contractor Requirements

The contractor must:

• Train all workers on all safety and health hazards and provisions applicable to the type of work being done, and provide documentation of such training to this company's designated representative.

• Train employees on where to obtain first aid and medical services.

• Train employees on appropriate lockout/tagout procedures and the confined space program.

Recordkeeping Requirements

City of Hillsdale Requirements:

The designated representative will:

- 1. Have a copy of the contract on file and be thoroughly familiar with its contents, and with the safety and health aspects of the work.
- 2. Keep records of all training done with company workers regarding hazards to be caused by the contracting company.
- 3. Keep copies of any OSHA recordable injury and illness logs for the project, as well as copies of accident reports on all accidents that occur in the course of the project.
- 4. Keep records of all documentation of any sort given to you by the contractor, including records of training done, MSDSs, accident reports, etc.
- 5. Keep records of all documentation of any sort you give to the contractor, including list of hazards to train their employees on, MSDSs, etc.
- 6. Document all discussions, letters, memos, or other communications made to the contractor regarding safety issues, including place, time, and names of people involved.

7. Compile a report to the director of utilities if there arise any safety or health concerns with the project.

Contractor Requirements:

The contractor will:

1. Keep records of all training done with contract workers and all documentation provided to the contracting company regarding such training.

2. Have on file the telephone numbers of the appropriate City of Hillsdale manager, the nearest hospital, ambulance service, and fire department.

3. Have copies on-site of all material safety data sheets (MSDSs) or other required information about chemicals relevant to the work on-site.

4. Keep an OSHA recordable injury and illness log for the project, as well as copies of accident reports on all accidents that occur in the course of the project.

5. Assist utility workers in completing utility outage reports related to the contractor's actions.