



**CITY OF HILLSDALE, MICHIGAN
ADVERTISEMENT FOR BIDS**

The City of Hillsdale is requesting proposals for the following project(s):

Parking Lot Preservation and Rehabilitation Project

All work shall be in accordance with the project drawings, project specifications and any applicable sections of the 2020 MDOT Standard Specifications for Construction.

RFP due date/ Public Opening:

Sealed proposals are due by 2:00 pm (local time) on September 6, 2023 at the following location:

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

Project Location:

City of Hillsdale Downtown Area

Scope of Work:

Clean pavement cracks and apply over-band crack filling; apply two (2) coats of tar emulsion sealer and re-establish existing pavement markings and place proposed pavement markings per specifications, as illustrated on plans and/or directed by city staff. Pricing for closing the parking lot, per the construction notes on the drawings, shall be included in the lump sum price for each lot.

Proposed Project Schedule:

City Council Award of Contract:
Project Completion:

September 18, 2023
June 14, 2024

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, "Parking Lot Preservation Project – City of Hillsdale"
- 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 may not 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 responsible 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.
- Contractors shall submit an anticipated schedule with their bid.
- Communications regarding this proposal may be directed to:
Kristin Bauer, P.E.
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. At the option of the Bidder, the guaranty may be a certified check, bank draft or negotiable U.S. Government Bonds (at par value). No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of **City of Hillsdale**. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the bonds, noted below, by the successful Bidder, all as required by the Contract Documents.

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.

Qualifications of Bidders:

- Bidders shall be experienced in the kind of work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the work within the time allowed. Bids received from bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if bidder cannot show that bidder has the necessary ability, facilities, equipment, and resources to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the times specified. A bid may be rejected if bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the work.
- To demonstrate qualifications to perform the work, bidder shall complete and submit with its bid the qualifications statement which is included in this project document. Bidders may be asked to and shall furnish additional data to demonstrate bidder's qualifications.
- Bidder is required to complete and submit with its bid the *Certification Regarding Debarment, Suspension, and other Responsibility Matters* form which is included in the project documents.
- A bidder's failure to submit required qualification information within the time indicated may disqualify bidder from receiving an award of the contract.

- No requirement in this section to submit information will prejudice the right of the owner to seek additional pertinent information regarding bidder's qualifications.
- Bidder is advised to carefully review those portions of the bid form requiring bidder's representations and certifications.
- Bidders shall be qualified to do business in the jurisdiction where the project is located or covenant to obtain such qualification prior to signing the agreement.

BIDDER'S QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE
EXTENT PERMITTED BY LAWS AND REGULATIONS

The following information shall be submitted with the completed bid proposal.

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

4. CONTRACTOR'S CONTACT INFORMATION:

Company Contact:

Title:

Phone:

Email:

5. ORGANIZATION INFORMATION:

Type of Organization: _____

Name of Owner/Partners/Executive Officers:

State of Organization: _____

Date of Organization: _____

6. Licensing:

License Type/Number: _____

Jurisdiction of License: _____

License Type/Number: _____

Jurisdiction of License: _____

7. OTHER INFORMATION:

Disadvantage Business Enterprise: Y N

Minority Business Enterprise: Y N

Women Owned Enterprise: Y N

Small Business Enterprise: Y N

Other: _____

8. BONDING INFORMATION:

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity (as of date of this submittal):

9. CONSTRUCTION EXPERIENCE:

Provide the following information:

1. Current Experience: List all uncompleted projects currently under contract with estimated completion dates.
2. Previous Experience: List all project completed within the last 5 years.
3. Provide detailed information, including owner's contact information, for any projects that the listed firm has failed to complete. Include projects not completed by any owner, officer, partner, joint venture participant or proprietor of the listed firm.
4. Are there any judgements, claims, disputed or litigation pending or outstanding involving the listed firm or any owner, officer, partner, joint venture participant or proprietor.

10. SUBCONTRACTOR INFORMATION:

Provide a list of all subcontractors anticipated to be working on this project:

COMPANY NAME	COMPANY CONTACT	PHONE NUMBER & EMAIL	ITEMS OF WORK

PROPOSAL:

All bids will be paid utilizing Unit Prices in accordance with the submitted proposal.

BID TABLE

ITEM DESCRIPTION	QUANT	UNIT	UNIT COST	TOTAL COST
Mobilization, Max, 5% Max	1	LS	\$	\$
Parking Lot A – 45 S. Howell St	1	LS	\$	\$
Parking Lot C – 15 N. Manning St	1	LS	\$	\$
Parking Lot G – North St (Adjacent to Post Office)	1	LS	\$	\$
Parking Lot J – Carleton/Union St	1	LS	\$	\$
City Hall Parking Lot	1	LS	\$	\$
TOTAL BID AMOUNT			\$	

TOTAL BID AMOUNT: _____

Use words

_____ Dollars

Contractor Signature: _____

Printed Name and Title: _____

Quantities are estimated in the table. Final payment is based upon the Contractor's Lump Sum pricing.

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

Certification Regarding Debarment, Suspension and Other Responsibility Matters—
Primary Covered Transaction

- 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_____

CITY OF HILLSDALE
Parking Lot Preservation Project

SPECIAL PROVISIONS

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Unless noted otherwise all work on this project shall be performed promptly and professionally in conjunction with the project documents, the 2020 MDOT Standard Specifications for Construction, the City of Hillsdale Codes and Ordinances, as applicable, and Supplemental Specifications and Special Provisions contained herein.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
PROGRESS CLAUSE & GENERAL INFORMATION**

DESCRIPTION

Contractor shall start work within seven (7) days after receiving Notice of Award of Contract, or on or before the date designated as the starting date as agreed upon on the detailed progress schedule.

Contractor shall be provided full access to parking lots in the phases as follows:

Approximately ten (10) working days shall be provided for the completion of Phase I.

Approximately five (5) working days shall be provided for the completion of Phase II

Only one lot can be closed at any given time unless permission is given by the city prior to starting the work. Upon commencement of any phase of this project, work shall be steady and continuous with minimal delays and in accordance with the agreed upon progress schedule.

In no case shall work as part of Phase II extend beyond June 14, 2024. The previously mentioned phase completion dates shall govern, unless other arrangements are mutually agreed upon in writing between Contractor and Owner at the time of award.

PHASE I

Included in phase I shall be parking Lots A, ½ of C, J, and City Hall. Phase I shall not commence prior execution of the contract and submittal of insurance and bond certificates.

PHASE II

Included in phase II shall be parking Lots ½ of C and G. Phase II shall not commence prior to completion of Phase I.

Unless otherwise agreed to in writing by City of Hillsdale representatives, no work shall commence on Phase II until Phase I is completed.

The low bidder(s) for the work covered by this proposal will be required to meet with the City representative(s) to work out a detailed progress schedule. The schedule for this meeting will be set upon completion of the contract and submittal of required bonds. The City will arrange the time and place for this meeting.

The Progress schedule shall include commencement and completion dates for Phase I and Phase II cleaning, crack sealing, sealing and pavement markings.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
PROGRESS CLAUSE & GENERAL INFORMATION**

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 access to the site from public roadways utilizing barricades per the construction note on the drawings
- A minimum of 72 hours prior to beginning work the contractor shall provide notice to the City of Hillsdale about the pending work to be performed.

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**

DESCRIPTION

This work shall be done in accordance with Section 110 of the MDOT 2020 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:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Mobilization (Max. 5% of Bid Amount)	Lump Sum (LS)
<ul style="list-style-type: none">• 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
CRACK SEALING FILLER**

DESCRIPTION

This work shall consist of removing dirt, debris, vegetation, general cleaning of all cracks 1/8" and wider in width and furnishing and applying a resilient, adhesive compound to effectively seal joints and cracks in hot mix asphalt (HMA) pavement in accordance with MDOT 2020 Standard Specifications for Construction Section 502.

MATERIALS

Joint and Crack sealant shall be in accordance with ASTM D 6690-07 and shall be of Classification Type II capable of maintaining an effective seal in moist climates. The material shall have been tested for low temperature performance at -29°C using 50% extension per previously mentioned ASTM standard.

Submit to Engineer product material data for approval prior to application.

Post and make available to all laborers and individuals engaged on site, material safety data sheets for all materials used on site.

CONSTRUCTION METHODS

Prepare cracks and joints by using a compressed air system that produces a continuous, high volume, high pressure stream of clean dry air. Equip compressor with a moisture separator to remove all oil and water from the air supply. Provide a compressor that can produce a minimum of 100 psi and continuous 150 cfm air flow. Use compressed air and other tools necessary to remove all loose dirt, vegetation and foreign material, including old sealant that has lost adhesion to existing cracks faces.

Apply sealant material to dry and thoroughly cleaned cracks according to manufacturer's instructions. Place material when the pavement temperature is 40°F or greater. Do not place material if moisture is present in crack or joint. Use backer material as necessary to avoid sunken sealant material or when depth of crack exceeds the width. Sealant shall be placed flush with top of pavement or no more than 1/8" above top of pavement. Any sunken sealant below top of pavement shall be refilled.

Apply sealant barrier per manufacturer's instructions.

MEASUREMENT AND PAYMENT

The completed work as measured cleaning and filling pavement cracks as described above will be paid for as part of the lump sum price for this project. The lump sum price shall include all cleaning, filling, sealant barrier, labor, material and equipment needed to accomplish this work.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
EMULSION SEALER**

DESCRIPTION

This work shall consist of power brooming, blowing or vacuuming hot mix asphalt (HMA) surfaces and applying asphalt 2 coats of emulsion sealer to HMA surfaces.

MATERIALS

All materials shall conform to material standards as set forth in ASTM D 5727-00 suitable for use as a weather protective and aliphatic-solvent resistant coating over bituminous pavements of airports, parking areas, and driveways. Submit to Engineer product material data for approval prior to application.

The sealer shall have three (3) to four (4) pounds of washed dry silica sand per gallon for a textured skid resistant surface. Sand shall be free of dust, debris, clay, organic materials and other contaminants. Gradation of sand shall be approved in writing by coal tar emulsion supplier. Any water dilution shall be per manufacturer's instructions.

Use an acrylic emulsion oil spot primer on oil and grease spots prior to applying sealant. Submit to Engineer product material data for approval prior to application.

Post and Make available to all laborers and individuals engaged on site, material safety data sheets for all materials used on site.

CONSTRUCTION METHODS

Prior to seal coating, all cracks must be filled and sealed per Crack Sealing Filler specification. Scrap, clean and remove oil and grease spots using oil spot primer.

During mixing and application process no breaking, segregating or hardening of the emulsion or balling or lumping of the sand is permitted. Continue to agitate the emulsion, sand sealcoating mixture at all times prior to and during application such that a consistent mix is applied.

Do not apply mixture if rain is eminent in the next eight (8) to twelve (12) hour period. Apply mixture uniformly at an average rate of 0.17 gal per square yard per coat. Minimum rates shall be 0.14 and 0.20 gal per square yard per coat respectively. Apply first coat and allow to initially cure before applying second and final coat. The finish surface must present a uniform texture. Provide written certification upon request by Engineer, which will identify yield and total gallons of mixture applied to each lot.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
EMULSION SEALER**

The final coat must be allowed to dry and cure a minimum of eight hours in dry conditions. Do not open to traffic until mixture is sufficiently cured. If marginal weather conditions exist additional curing time may be required.

MEASUREMENT AND PAYMENT

The completed work for furnishing and applying two coats of emulsion sealer mix at the specified rates and to the parking lot extents as identified on the drawings, will be considered paid for as part of the lump sum price for this project. This shall be regardless of exact measured application area. The lump sum price shall include cleaning, brooming, oil spot removing, all material, labor and equipment needed to accomplish this work.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
PARKING LOT PAVEMENT MARKINGS**

DESCRIPTION

This work shall consist of re-establishing pavement markings and or establishing new pavement markings as identified on the plans.

MATERIALS

Markings shall be established using latex Sherwin-Williams traffic marking paint or approved equal compatible with Emulsion Sealer. Pavement marking color shall be as noted on the construction drawings, typically Yellow and Blue.

Submit to Engineer product material data for approval prior to application.

Post and make available to all laborers and individuals engaged on site, material safety data sheets for all materials used on site.

CONSTRUCTION METHODS

Measure and record location, quantity and length of existing pavement markings as necessary to replicate after final sealer application. Apply paint per manufacturer's instructions after sealer has sufficiently cured. Allow markings to sufficiently dry prior to opening areas to traffic

MEASUREMENT AND PAYMENT

The completed work for Parking Lot Pavement Markings will be considered paid for as part of the lump sum price for this project, total linear footage. The lump sum price shall include recording existing markings, furnishing and applying paint as necessary to reestablish existing markings and place proposed markings as indicated on the plans or as directed by city staff.

APPENDIX A ADDITIONAL INFORMATION

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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 Project 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 of the city receive training on all hazards which the contractor may introduce.

During the contract work, the city must:

1. Limit, as necessary, the entry of city 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 the city 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 BPU Director and/or City Manager 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 Project 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, 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, as applicable. 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.

City of Hillsdale The Contract

This contract, made the XX day of XX, 20XX by and between XXXX of XXXX, hereinafter called the "Contractor" and the City of Hillsdale, Michigan, hereinafter called the "Owner."

Witnesseth Whereas, SCOPE OF PROJECT; and the contractor has agreed to the same for the consideration herein named, the contractor and the owner agree as follows:

Article 1 - The Work - It is agreed that the contractor shall furnish all the materials and equipment and perform all of the work shown on the drawings and described in the specifications entitled, TITLE OF PROJECT, prepared by the City of Hillsdale, City Engineer, and in these contract documents entitled "the Engineer;" and shall do everything required by the contract documents; the contract documents being hereby defined to include the contract, bonds, drawings, specifications, detailed and general, proposal, instructions to bidders, advertisement and any supplements thereto agreed to by both parties.

Article 2 - Alterations - It is agreed that the contractor shall make alterations to the work under this contract, as the owner may especially order in writing. Compensation for such alterations shall be determined by the unit prices stipulated in the proposal hereof where appropriate, or by lump sum or unit prices mutually agreed upon at the time by the owner and the contractor.

The owner at his discretion may furnish to the contractor any materials or supplies or transportation required for extra work. The contractor shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the owner and performed under the provisions of this article shall be done by the contractor in an effective and workmanlike manner and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract; and the contractor shall be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the owner.

It is further agreed that no claim against the owner on account of alterations shall be valid unless such work has been previously ordered in writing and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the final estimate.

Article 3 - Time - It is agreed that the contractor shall begin work under this contract within XX days after the delivery of the signed contract to the contractor and that he shall prosecute it in such manner as will bring the entire work to completion by XXXXXX, 20XX, prior to the beginning of work, with consideration to Article 4 of this contract. The time of beginning, rate of progress, and date of completion are considered essential elements of the contract.

Article 4 - Extension of Time - It is agreed that if the contractor shall be avoidably delayed in beginning or fulfilling this contract by reason of excessive storms or floods, or by acts of

providence, or by general strikes, or by court injunction, or by stopping of work by the owner because of any emergency or public necessity, or by reason of alterations ordered by the owner, the contractor shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the time limits specified in Article 3 herein, as the superintendent shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the contractor within a week after the date upon which such alleged cause or delay shall have occurred.

Article 5 - Liquidated Damages - It is expressly covenanted and agreed that time is and shall be considered of the essence of the contract. In the event that the contractor shall fail to perform the entire work agreed to be performed under this contract or to perform any certain portions thereof for which definite stipulations have been agreed to by or at times herein mentioned or referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the contractor shall pay unto the owner for liquidated damages and not as a penalty. Liquidated damages are as stipulated in table 108-1 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract, which said sums the owner shall have the right to deduct from any monies in his hands otherwise due, or to become due the contractor, or to sue for and recover compensation or damages for non-performance of this contract at the time stipulated herein and provided for.

Article 6 - Assignment of Contract - It is agreed that the contractor shall not assign or transfer this contract or sublet any part of the work embraced in it, except with the written consent of the owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the contract documents exactly as if performed by the contractor and his immediate employees and workmen. No sub-letting of the work shall in any way diminish or weaken the responsibility of the contractor for all parts of the work or lessen his obligations and liabilities under this contract.

It is likewise agreed that the contractor shall not assign, either legally or equitably, any of the monies payable to him under this contract, or his claim thereto, except with the written consent of the owner to do so.

Article 7 - Permits and Regulations - The contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of services affects consumers, due and sufficient notice shall be served upon those so affected.

Article 8- Insurance

Compensation Insurance - The contractor shall take out and maintain during the life of this contract worker's compensation insurance for all of his employees employed at or in the vicinity of the owner's property, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection offered by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the protection of his employees not so protected. All necessary bonds and certificates of insurance shall be filed with the City Clerk before work is begun.

Public Liability and Property Damage Insurance - The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be as follows:

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 require subcontractors, if any, not protected under the contractor's insurance policies, to take out and maintain public liability insurance and property damage insurance in the amounts set forth above. The contractor shall furnish the owner with satisfactory proof of coverage of the insurance required.

Performance, Maintenance, Labor and Material Bonds - The contractor shall furnish a 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.

Labor Laws and Ordinances - The contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work, and all the laws and requirements of the owner regulating or applying to public improvements.

Local Sources for Labor and Materials - It is understood and agreed by and between the parties of this contract that all labor employed on this work shall be obtained from residents of the City

insofar as this is available. It is further agreed that all materials and supplies used in the construction work shall be purchased through dealers in the City insofar as practicable.

Patents and Patent Rights - The contractor shall protect and save the owner harmless against all claims or actions brought against the owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in this work.

Article 9 - Payment - And it is hereby agreed that, in consideration of the faithful and entire performance by the contractor of his obligations under this contract, the owner shall pay to The Contractor, at the time and in the manner hereinafter stipulated, the amount quoted on XXXXX, 20XX as unit price bid of \$XXXXX. Final payment will be based on actual quantities measured and/or placed on the project and mutually agreed upon. The City approved a project in the amount of \$XXXXX which includes a contingency amount of \$XXXXX. This contingency amount is available to the city in the event of unknown circumstances found in the field and/or for any agreed upon changes in the field. Any and all changed conditions or increased quantities shall be agreed upon prior to the contractor incurring any additional costs.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the engineer will make an estimate of the amount and value of the work which has been done under this contract during the month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that before the contractor shall demand partial or final estimates or payments he shall furnish to the owner, if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons, who have supplied labor, materials or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the owner shall deem necessary to meet the lawful claims of such persons may be retained by the owner from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the owner.

As soon as practicable after such estimate is made up and certified and upon its approval by the owner, the owner shall pay to the contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate; except that the owner may deduct and retain out of any such partial payment of sum sufficient to meet any undischarged obligations of the contractor for labor, materials or equipment furnished for the work.

As soon as practicable after the satisfactory completion of all work covered by this agreement, the engineer will make a final inspection of the work as a whole, and will make up a final estimate of the total amount due the contractor under the terms of the agreement. Upon the acceptance of the completed work, the owner will pay to the contractor the entire amount of such final

estimate, less the sums previously paid, and less such sums as the owner may deem to be necessary to meet the undischarged obligations of the contractor for labor, materials or equipment furnished for the work. The contractor shall file with the owner a sworn statement that claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, in quadruplicate, the date and year first above written.

WITNESSES

CITY OF HILLSDALE, MICHIGAN

By _____

City Manager – David Mackie

WITNESSES

NAME OF CONTRACTOR

By _____