



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

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

**South Street Reconstruction
From Reading Ave to Broad (M-99) Street**

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 **2:30 pm (local time) on April 28, 2026** at the following location:

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

Project Locations:

South Street Reconstruction - From Reading Ave to Broad (M-99) Street

Scope of Work:

South St Project – 0.18 miles of major street reconstruction, spot placement of concrete curb and curb & gutter, spot replacement of Sidewalk Ramps, and slope restoration.

Proposed Project Schedule:

City Council Anticipated Award of Contract:	May 4, 2026
Construction Start Date:	after award of contract
Substantial Completion/Construction "Open to Traffic":	November 13, 2026
Final Completion	November 27, 2026

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, "**South Street Reconstruction – City of Hillsdale**"
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, by 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 progress schedule with their bid.
- Contractors shall hold their bid for 45 days.
- Communications regarding this proposal may be directed to:

Robert Stiverson, PE
City Engineer
City of Hillsdale
45 W Monroe St
Hillsdale, MI 49242
517-437-6479
rstiverson@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 (1 year) 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.
- 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 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 projects 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?

**Certification Regarding Debarment, Suspension,
and other Responsibility Matters**

- A. The Undersigned certifies, to the best of its knowledge and belief, that
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a 3-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;
 3. 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 (A.2.) of this certification; and
 4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for causer or default.

Organizational Name:

Name(s) and Title(s) of Authorized Representatives:

Signature

_____ Date _____

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default

(End of certificate)

PROPOSAL:

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

The City of Hillsdale reserves the right to reject any bids or not award any part of this bid for any reason.

**SOUTH STREET RECONSTRUCTION
FROM READING AVE TO BROAD (M99) ST**

Item	Item Description	Quantity	Unit	Unit Price	Price
1027051	Above Ground Video	1	LSUM		
1100001	Mobilization, Max	1	LSUM		
2040021	Curb, Rem	160	Ft		
2040050	Pavt, Rem	374	Syd		
2040055	Sidewalk, Rem	257	Syd		
2040060	Structures, Rem	1	LSUM		
2050016	Excavation, Earth	135	Cyd		
2057002	Road Grading	18	Sta		
2080020	Erosion Control, Inlet Protection, Fabric Drop	20	Ea		
3010002	Subbase, CIP	80	Cyd		
3020008	Aggregate Base, 3 inch	62	Syd		
3020010	Aggregate Base, 4 inch	12	Syd		
3020016	Aggregate Base, 6 inch	51	Syd		
4030005	Dr Structure Cover, Adj, Case 1	6	Ea		
5010005	HMA Surface, Rem	5625	Syd		
5010061	HMA Approach	2	Ton		
5012014	HMA, 3EMH	680	Ton		

5012026	HMA, 4EMH	1020	Ton		
8010005	Driveway, Nonreinf Conc, 6 inch	155	Syd		
8020004	Curb, Conc, Det E4	146	Ft		
8020038	Curb and Gutter, Conc, Det F4	101	Ft		
8030010	Detectable Warning Surface	145	Ft		
8030044	Sidewalk, Conc, 4 inch	808	Sft		
8030046	Sidewalk, Conc, 6 inch	440	Sft		
8032001	Curb Ramp, Conc, 4 inch	1775	Sft		
8110126	Pavt Mrkg, Regular Dry, 4 inch, Yellow	2930	Ft		
8110127	Pavt Mrkg, Regular Dry, 6 inch, White	483	Ft		
8117001	Pavt Mrkg, Regular Dry, 24 inch, Stop Bar	132	Ft		
8117050	Pavt Mrkg, Regular Dry, School	2	Ea		
8127051	Traffic Control	1	LSUM		
8167011	Slope Restoration	330	Syd		
8230431	Gate Box, Adj, Case 1	1	Ea		
8252145	Sanitary Structure Cover, Adj, Case 1	3	Ea		

TOTAL BID AMOUNT: _____

Use words

_____ Dollars

Quantities are estimated in the table. Final payment is based upon the Contractor's Base Bid unit prices and actual quantity placed.

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

SPECIAL SPECIFICATIONS / SPECIAL PROVISIONS / SUPPLEMENTAL INFORMATION

All work shall be accordance with the MDOT 2020 Standard Specification for Construction as well as any Special Specifications and Special Provisions included herein.

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- a. **Description.** Start work after receiving the Notice to Proceed or on a date agreed upon with the Engineer. In no case shall any work be commenced prior to the receipt of a formal notice to proceed or before the city is in receipt of all required permits, bonds and insurance, as applicable.

All contract work shall be completed and open to traffic on or before **Substantial Completion date of November 13, 2026** and ready for **Final Completion Date of November 127 2026**.

The low bidder(s) for the work covered by this proposal will be required to meet with City of Hillsdale personnel to work out a detailed Progress Schedule. The schedule for this meeting will be set after the low bidder is determined. Any subcontractor(s) for Designated and/or Specialty Items are recommended to be at the scheduled meeting if such items materially affect the work schedule. The City of Hillsdale will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. The date the project is to be opened to traffic as well as the final project completion date shall also be included in the Progress Schedule. If the proposal specifies other controlling dates, these shall also be included in the Progress Schedule. Upon commencement of any part of the project, work shall be steady and continuous with minimal delays accepted and in accordance with the agreed upon Progress Schedule.

Contractor shall minimize disturbance, and shall coordinate with onsite residents prior to construction. Residential and commercial access shall be maintained at all times throughout the project unless written approval has been given prior to access being blocked by the City. Contractor shall stage removal of pavement materials to minimize impact to residents and/or as determined necessary and agreed upon by the City and Contractor prior to commencement of work.

All interruptions of existing and proposed utilities and their respective services shall be coordinated with the City of Hillsdale. No utility interruptions shall be allowed without prior written approval from the City. Should emergency interruptions occur, the contractor shall notify the City immediately and work continuously until a City approved resolution has been provided.

DESCRIPTION

This work shall be done in accordance with Section 150 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. 10% 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. 10% of Bid Amount)	Lump Sum (LS)
<ul style="list-style-type: none">• 50% of the Mobilization payment will be made after 10% 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.	

DESCRIPTION

This Section includes the work required for production of an audio-video record of the Project Limits from POB to POE prior to construction. The Contractor shall deliver one (1) copy of completed recording to the OWNER/ENGINEER before any construction work commences.

MATERIALS

High Resolution DVD Format unless otherwise approved.

CONSTRUCTION

Recording to be done during periods of good quality visibility. Recording not allowed during precipitation or when more than ten percent (10%) of the ground is covered with snow unless approved by ENGINEER.

Recording to be by electronic means. Continuous and simultaneous display by generated transparent information of the following:

1. Hour:Minute:Second in upper left hand corner of screen.
2. Month/Day/Year immediately below time.
3. Stationing to be continuous and accurate corresponding to the project stationing in standard engineering symbols (i.e. 20+35) appearing in the lower left corner of the screen.
4. Description of the area being viewed and the direction being viewed immediately above the stationing. Make mention of street names.

Coverage to include all surface features within the zone of influence of construction supported by an audio description. Coverage to include close-ups of any irregularities present.

Audio description shall be made simultaneously with the video coverage including a minimum of existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culverts, headwalls, retaining walls and buildings. Audio description to include discussion of any irregularities present.

Building numbers visible from the project area shall be noted visually and audibly on the tape. The rate of speed in the direction of stationing shall not exceed an average of 48 feet per minute.

Panning or zooming in and out rates shall be controlled sufficiently in order that the object can be viewed clearly in playback.

When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not exceed 12 feet.

When area is not accessible by conventional wheeled vehicles, the contractor shall provide special conveyances or hand carried apparatus if approved by the ENGINEER.

MEASUREMENT AND PAYMENT

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
Above Ground Video Survey	Lump Sum

DESCRIPTION

This work shall consist of all the work necessary to construct the earth grade in accordance with Section 205 of the Michigan Department of Transportation’s 2020 *Standard Specifications for Construction* and in conformance with the lines, grades and typical cross sections shown on the plans or established by the Engineer from the point of beginning (POB) to the point of ending (POE).

Roadway Grading shall consist of, but not be limited to the following items: (1) Earth excavation, embankment, grading and compacting for the roadway, and street intersections to final grade (3) maintaining access to driveways and streets using maintenance gravel and (4) loading, hauling and disposing of all excess material.

MATERIALS

All materials to be placed shall be suitable granular material salvaged from the job, if approved by the ENGINEER, or contractor furnished borrow. Contractor furnished borrow shall be Aggregate Material Material, MDOT 22A.

CONSTRUCTION METHODS AND EQUIPMENT

Construction methods and equipment shall be in accordance with Section 205 of the Michigan Department of Transportation’s 2020 *Standard Specifications for Construction*.

In cut sections, the subgrade shall be compacted in accordance with 205.03.G of the Michigan Department of Transportation’s 2020 *Standard Specifications for Construction*.

METHOD OF MEASUREMENT AND PAYMENT

The completed work for **Roadway Grading** including all labor, materials and equipment necessary to perform the work, will be measured by length in stations along the centerline of the roadway where work is performed and will be paid for at the contract unit price for the following contract item:

Pay Item	Pay Unit
Roadway Grading	Station

Payment for **Roadway Grading** shall include work performed from right-of-way or easement to right-of-way or easement on both sides of the road and intersections. The quantities used to calculate earth excavation assumes the removal of the existing road base and subbase to the required depth for the width of the road and intersections where reconstruction is specified to allow placement of the new subbase and aggregate base.

The following quantities are considered included in the pay item **Roadway Grading** and are provided for information only:

MDOT 22A Aggregate Base	300 Cubic Yards
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DESCRIPTION

This work shall consist of all the work, materials, and equipment necessary for the placement of Stop Bars and School Symbols in accordance with Section 811 of the Michigan Department of Transportation's *2020 Standard Specification for Construction* except for material type to be "Regular Dry Pavement Marking Material". Placement of Stop Bars and School Symbols shall be in conformance with the plans or established by the Engineer.

MATERIALS

All Materials to be in accordance with the Section 920 of the Michigan Department of Transportation's *2020 Standard Specification for Construction* for Regular Dry Pavement Marking Material.

CONSTRUCTION METHODS AND EQUIPMENT

Construction methods and equipment shall be in accordance with Section 811 of the Michigan Department of Transportation's *2020 Standard Specifications for Construction*.

MEASUREMENT AND PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Regular Dry, 24 inch, Stop Bar	LF
Pavt Mrkg, Regular Dry, School	EA

DESCRIPTION

Structure Cover, Type __, shall have the type indicated on the plans, and shall consist of material and work as described in section 403 of the *MDOT 2020 Standard Specifications for Construction*, except as modified herein.

MATERIALS

Structure Cover, Type _ shall include the frame, grate or cover and shall be of the type indicated on the plans as manufactured by East Jordan Company or ENGINEER approved equal.

Casting equivalents based on the following table:

East Jordan	MDOT "Type"
1040	"B"
6508	"E"
6517	"G"
7045	"K"
7065	"C"
1040 w/ "Sanitary" lid	"Q"

MEASUREMENT AND PAYMENT

This work will be measured and paid as specified in section 403 of the Standard Specifications using the following contract items (pay items).

<u>Pay Item</u>	<u>Pay Unit</u>
Dr Structure Cover, Type " _ "	Each
Sanitary Structure Cover, Type Q	Each

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC AND TRAFFIC CONTROL**

DESCRIPTION

Construction is throughout the City of Hillsdale and work road reconstruction, concrete curb and gutter, sidewalk replacement, ADA ramp replacement, construction of drive approaches, site restoration, and utility construction.

Side street, commercial, and residential access shall be maintained at all times unless otherwise coordinated with the City of Hillsdale staff. Traffic control shall be provided as shown on the plans, attachments and in accordance with Sections 104.07, 104.11, 812 and 922 of the Michigan Department of Transportation Standard Specifications for Highway Construction, 2012 Edition including any supplemental Specifications and any special provisions in this proposal. All traffic devices and their usage shall conform to the current edition of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

CONSTRUCTION INFLUENCE AREA

The CIA shall include the right-of-way of the roadways where the work is to be completed and the first 50 feet on all crossroads within the project limits.

In addition, the CIA includes the area within the right-of-way of all crossroads within the project limits and designated detour routes, to the furthest placed construction sign, which includes any advance informational signs related to the project.

The Contractor shall coordinate operations with other contractors performing work on other projects within or adjacent to the Construction Influence Area (CIA).

City Maintenance crews may perform maintenance work within or adjacent to the Construction Influence Area (CIA). The City maintenance crews will coordinate their operations with the Engineer to minimize the interference to the Contractor. No additional payment will be made to the Contractor for the joint use of the traffic control items.

TRAFFIC RESTRICTIONS

No work will be allowed during the Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and the New Year's Day holiday periods as defined and directed by the Engineer. Prior to ceasing operations for a given holiday period, the Contractor shall ensure that all traffic control devices required for the current construction stage are in place, cleaned, and fully operational.

All work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Saturday. Night or weekend work will not be permitted without written approval of the City Manager.

Maintain local and emergency traffic at all times as possible. Maintain and protect pedestrian traffic at all times.

Maintain access to all businesses to the best of your ability. If a business has multiple drives, one shall remain open at all times.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC AND TRAFFIC CONTROL**

Walks, driveway and entrances to buildings shall not be unnecessarily blocked. Ingress, egress and maintenance of drive approaches, sidewalks, crosswalks, parkways and open and unopen street subgrade shall be the responsibility of the Contractor throughout construction. Construction shall be completed in such a manner as to maintain the required entrance width for traffic at all times. When partial widths of new pavement areas are available to local traffic access to drive shall be provided immediately. Temporary ramps shall be constructed where necessary as directed by the Engineer to maintain access to properties and shall not be pay for as a separate pay item.

TRAFFIC CONTROL DEVICES

All traffic control devices and their usage shall conform to the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), 2011 Edition, as revised and as specified herein.

Distances shown between construction warning, regulatory, and guide signs shown on the plans are approximate and may require field adjustment, as directed by the Engineer.

All construction warning signs, unless otherwise noted, shall be 48" x 48" mounted at 7 feet bottom heights.

Temporary signs shall be erected only when in use. Where signs are no longer applicable, they shall be removed or have their legends completely covered with plywood.

Temporary traffic control devices not in use shall be kept at the Contractor's lay down area. Signs, plastic drums and barricades may be laid down and stored in the parkway for a maximum of 24 hours.

Sign covers shall be used to cover any non-applicable existing signs. Covers shall not leave any marks on, or mark in any way, signs or sign surfaces. Notify the Engineer at least 24 hours in advance of erection or removal of sign covers.

All channelizing devices shall be Plastic Drums, High Intensity. Taper spacing of plastic drums shall conform to MDOT Maintaining Traffic Typical M0020a. The maximum recommended distance(s) between channelizing devices should be equal in feet to the posted speed in miles per hour on taper(s) and twice the posted speed in the parallel area(s).

Place channelizing devices, lighted arrow panels, and other traffic control devices as shown on the plans, or as directed by the Engineer to fit a specific condition.

FLAGGER CONTROL

Flaggers shall wear retroreflective clothing appropriate for the speed of the roadway where the project is located.

Flaggers shall utilize hand-signaling devices, such as STOP/SLOW paddles. STOP/SLOW paddles shall be at least 18" wide with 6" letters.

Advance warning signs (W20-7 or W20-7a) shall be provided at each prior to each flagger location, 2 minimum

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC AND TRAFFIC CONTROL**

MEASUREMENT AND PAYMENT

This pay item will be paid as a Lump Sum as identified below:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Control	Lump Sum

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

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
SLOPE RESTORATION**

DESCRIPTION

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

MATERIALS

Selection of materials is 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.
- Hydro Seeding with seed mixture that is composed of four or more species of perennial grass. All species and their cultivars or varieties must be guaranteed hardy for Michigan. The following is a list of recommended species of perennial grasses: Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass and Alkaligrass-Fults Puccinellia distans. The species selected must be disease and insect resistant and of good color. No one species in the mix will be more than 25 percent of the mixture by weight. No one species in the mix will be less than 5 percent of the mixture by weight. No grass species selected will be considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass or others.

Provide seed legally saleable in Michigan and the seed product must not contain more than 10 percent inert material. Provide seed from an MDOT approved certified vendor.

The species of seed selected must be adapted for the site conditions and locations including but not limited to manicured yards.

At least two of the species selected in the proposed mixture must be salt tolerant.

- Fertilizer nutrient shall be applied as required at the rate determined by the Contractor. Phosphorous can only be used at the time of planting and when soil conditions require it. The fertilizer and application must be approved by the Engineer prior to the application of the material.
- Mulch shall be paper or cellulose applied and anchored at the rate recommended by the mulch manufacturer.
- 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. The herbicide and application must be approved by the Engineer prior to the application of the material.
- Water shall be furnished and applied from an approved source at a rate to promote healthy growth.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
SLOPE RESTORATION**

CONSTRUCTION METHOD

The Contractor is responsible for all work and construction methods used in completing the work.

- Erosion Control. Erosion must be controlled at all times according to Section 208 of the Standard Specifications for Construction. Soil erosion control is the responsibility of the Contractor however; measures shall be placed as indicated in the plans, permits or as directed by the Engineer. The site shall be continually monitored by the Contractor and erosion repairs shall be made for any cause. Sedimentation that occurs shall be corrected immediately and all disturbed areas contributing to the sedimentation must be stabilized within 24 hrs after each erosion occurrence. Erosion repairs and deposited sediment removal shall be at the Contractor's expense.
- Watering, Mowing and Weeding. The seed and turf shall be watered at a frequency to promote growth. Turf shall be maintained at a visually appealing level and not more than 8 inches in height at any time prior to acceptance. Weeds must be controlled to less than 10% of the Slope Restoration area at all times.
- Final Acceptance. Before final acceptance of the Slope Restoration work there must be no exposed bare soil and the turf must be fully germinated, erosion free, weed free, disease free, dark green in color and in a vigorous growing condition as determined by the Engineer.

MEASUREMENT AND PAYMENT

The completed work as measured for **Slope Restoration** will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Slope Restoration	Square Yard

Slope Restoration will be measured in place by area in square yards. All materials, labor and equipment required or selected by the Contractor to install, maintain, inspect, repair, and meet the acceptance parameters for Slope Restoration will not be paid for separately but will be considered included in the contract unit price bid for **Slope Restoration**.

Repairs made to damaged Slope Restoration 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.

The following schedule of payment applies to work performed according to this special provision. Upon completion of the topsoil, surfacing seeding and mulching stage 50 percent of the authorized amount for Slope Restoration will be paid to the Contractor. The remaining authorized amount will be paid upon final acceptance of the established turf.

CITY OF HILLSDALE

**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 Contract Template

This contract, made the ***date*** by and between ***contractor*** of ***city***, hereinafter called the "Contractor" and the City of Hillsdale, Michigan, hereinafter called the "Owner."
Witnesseth Whereas, the Owner is desirous of a road reconstruction project on ***Project*** within the City of Hillsdale; 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, ***Project Name***, 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 as agreed upon with the city 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 be ready for Substantial Completion by ***date*** and Final Completion by ***date*** 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 ***bid date* as unit price bid of \$*dollar amount***. Final payment will be based on actual quantities measured and/or placed on the project and mutually agreed upon.

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 appraisement 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

Print:

By _____
City Manager – David Mackie

Print

WITNESSES

NAME OF CONTRACTOR

Print

name _____

Print

address _____

city _____

By _____