



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

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

**Park Street Resurfacing
From College St to Galloway Dr**

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 **1:00 pm (local time) on Monday October 12, 2026** at the following location:

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

Project Locations:

Park Street Resurfacing From College St to Galloway Dr

Scope of Work:

Park St Project – 0.22 miles of local street reconstruction, spot placement of concrete curb & gutter, ditch clean out and turf establishment

Proposed Project Schedule:

City Council Anticipated Award of Contract:

Construction Start Date:

Substantial Completion/Construction "Open to Traffic":

Final Completion

October 19, 2026

after award of contract

November 27, 2026

May 1, 2027

Instruction to bidders

- A. Bids are to be submitted on the forms attached either typed or clearly printed in ink. They should be submitted to the
City of Hillsdale
Office of City Clerk
97 N. Broad St
Hillsdale, MI 49242
in an envelope marked: “**Sealed Bid for City of Hillsdale –Park Street Resurfacing**” in the message line. Bids may not be based or emailed
- B. A pre-bid inspection will be **NOT** held for this project.
- C. Bid Security in the amount of 5% of Bidder's Maximum Bid price and in the form of certified check or Bid Bond issued by a surety.
- D. Bidders shall submit an anticipated progress schedule with their bids
- E. The successful Bidder must provide a list of all subcontractors regardless of the dollar amount or percentage and the services they will provide. The successful Bidder must provide a copy of a contract between the successful Bidder and all subcontractors. The successful Bidder is responsible for all payments and liabilities of all subcontractors. In an effort to promote supplier diversity, The City encourages Bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the City. The City reserves the right to approve or reject, in writing, any proposed subcontractor. If the City rejects any proposed subcontractor in writing, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. The Bidder has the right to withdraw their bid, at the expense of forfeiting their bid security. Nothing contained in the contract with the successful bidder shall be construed as creating any contractual relationship between the subcontractor and the City. The Contract will not be assignable to any other business entity without the City's approval.
- F. All communications regarding this bid may be directed to: Robert Stiverson, PE, City Engineer by calling 517-437-6479, or emailing rstiverson@cityofhillsdale.org. Clarifications, modifications, or amendments may be made at any time prior to the Bid Deadline at the discretion of the City. It is the Bidder's responsibility to periodically check the City's website at <http://www.cityofhillsdale.org> until the posted Bid Deadline to obtain any issued addenda. Oral explanation or instructions given prior to the opening will not be binding.
- G. Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirement may be considered non-responsive, and at the option of the City, may result in rejection of the alternate bid
- H. No bid will be accepted after the time designated for the receipt of bids set forth above. Each bidder shall and will be fully and solely responsible for delivery of the bid prior to the appointed date and hour designated for the receipt of all bids, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the bid's delivery or the reason for such late delivery or non-delivery.
- I. Bids are based on a unit price basis as applied to the estimated quantities. Where errors of extension of totals are made, the unit price bid multiplied by the estimated quantity shall govern. The preliminary estimates of quantities indicated, although given with as much accuracy as possible, are to be regarded

as approximately only, and are given for the general guidance of the Bidders and as a basis upon which the different bid may be compared. Quantities are not guaranteed.

- J. Unit price controls the bid, if an error in a bid total price is found that could result in a change in the amount of a bid, the staff shall contact the Bidder of the error. If the error reduces the cost of the bid, the Bidder may at their discretion withdraw the bid from consideration, if the corrected bid was the low bid, the Bidder risk losing the bid security if the bid is withdrawn from consideration. If the error changes the position of the bidder, the corrected price totals will be used for determining the low bid.
- K. The City of Hillsdale reserves the right to reject any and all bids and to waive any defects or informalities in bid forms, 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.
- L. Bids may be withdrawn up to the time that the bids have been read publically as announced in the Invitation for Bids. Bids shall remain in effect for 45 calendar days.
- M. Bids will become the property of the City of Hillsdale and be a matter of public record.
- N. The City of Hillsdale does not discriminate on the basis of religion, race, color, national origin, age, sex, height, weight, handicapped, or marital status as to access, availability, employment, or participation in any of its programs and activities.
- O. The City may request of any Bidder evidence of experience performing the work being bid, and may require information on financial status and equipment available for the project.
- P. Disqualification of Bidders: Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsive and justification for the rejection of their bid:
 - a. Evidence of collusion among Bidders;
 - b. Lack of competency as revealed by either financial, experience, capacity, or equipment statements;
 - c. Lack of responsibility as shown by past work;
 - d. Uncompleted work under other contracts which in the judgment of the City, might hinder or prevent the prompt completion of additional work if needed.

Conditions applicable to bid

- A. 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.
- B. 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.
- C. Each Bidder shall be held to have examined the site of the proposed work and adjacent areas in order to arrive at a clear understanding of the conditions under which the work is to be done. He shall be held responsible to have compared the site with the drawings and specifications (if provided) and to have satisfied himself as to the conditions of the site, existing obstructions, the actual elevations, and any other conditions affecting the carrying out of his work. No allowance or extra consideration on behalf of the Bidder shall be allowed by reason of error, or miss understanding on the part of the Bidder.

- D. The location of the existing utilities are shown on the demolition plan sheets based on the information available. **Contractor is reminded to contract Miss-dig prior to commencing work.**
- E. No work shall commence prior to the Notice to Proceed being provided by City of Hillsdale.

Contract Information

- A. Bidder shall, within Fourteen (14) days of Notice of Award of before construction, provide the a Performance Bond and Payment & Materials Bond executed to the City (three (3) originals required), to be in an amount of one hundred percent (100%) of the full contract price to be conditioned on the faithful performance of the contract and to include the protection of the City from all liens and damages arising out of the work using the forms provided.

All bonds shall be signed by the Bidder and a surety company licensed to do business in the State of Michigan with sureties acceptable to the City. Said bonds shall be payable to the City of Hillsdale and filed in the office of the City Clerk.

- B. Within Fourteen (14) days of notification of award of before construction, the Bidder must provide certificates of insurance evidencing insurance coverage as required by the Contract.
- C. The successful Bidder will be required to sign a contract in three counterparts in substantially the form provided with this bid packet. Failure to do so within 14 days of Notification of Award will result in forfeiture of the bid security.
- D. The Bidder will be provided with Notification to Proceed upon completion of the steps in this paragraph.

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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.

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.

Qualifications of Bidders:

- A. 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.
- B. 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.
- C. Bidder is required to complete and submit with its Bid the *Certification Regarding Debarment, Suspension, and other Responsibility Matters* form.
- D. A bidder's failure to submit required qualification information within the time indicated may disqualify Bidder from receiving an award of the Contract.
- E. No requirement in this Section to submit information will prejudice the right of the Owner to seek additional pertinent information regarding Bidder's qualifications.
- F. Bidder is advised to carefully review those portions of the Bid Form Requiring Bidder's representations and certifications.
- G. 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.

Bid Form

Project Identification:

City of Hillsdale – Park Street Resurfacing

Article 1 - Bid Recipient

- 1.01 This bid is submitted to: City of Hillsdale
Office of City Clerk
97 N. Broad Street
Hillsdale, Michigan 49242
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents

Article 2 - Bidder's Acknowledgment

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for **10 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner

Article 3 - Bidder's Representation

- 3.01 In submitting this bid, Bidder represents that:
- 3.02 Bidder has examined and carefully studied the Biding Documents, the other related data identified in the Biding Documents, and the following addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____

- A. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
- B. Bidder is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work
- C. Bidder has carefully studied all supporting documentation including, test of subsurface conditions, environmental conditions including by not limited to asbestos, any hazardous Environmental Conditions that have been identified as containing reliable "Technical Data"
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs

- E. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents
- F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement

Article 4 - Bidder's Certification

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph
 - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - “Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Article 5 - Basis of Bid

5.01 - Bidder will complete the Work in accordance with the Contract Documents for the following Price(s)

Bid Form					
Item #	Item Description	Quantity	Units	Unit Price	Price
Base Bid					
1100001	Mobilization, Max	1	LSUM		
2050006	Ditch Cleanout, includes fertilizer, seed, and mulch	3.5	Sta		
2050016	Excavation, Earth	23	Cyd		
3020008	Aggregate Base, 3 inch	105	Syd		
3020010	Aggregate Base, 4 inch	26.5	Syd		
3020050	Aggregate Base, Conditioning	3000	Syd		
3020022	Aggregate Base, 9inch	70	Syds		
3060006	Aggregate Surface Cse	16	Ton		
3070147	Shld, CI III, 5 inch	190	Syd		
5010002	Cold Milling HMA Surface	3287	Syd		
5012012	HMA, 3EL	474	Ton		
5012036	HMA, 5EL	284	Ton		
8020038	Curb and Gutter, Conc, Det F4	215	Ft		
8110127	Pavt Mrkg, Regular Dry, 6 inch, White	150	Ft		
8117001	Pavt Mrkg, Regular Dry, 24 inch, Stop Bar	28	Ft		
8127051	Traffic Control	1	LSUM		
8130010	Riprap, Plain	3	Syd		
8167011	Turf Establishment	575	Syd		
8230431	Gate Box, Adj, Case 1	3	Ea		
8252145	Sanitary Structure Cover, Adj, Case 1	3	Ea		
Total Amount of Base Bid					

Alternate #1: Widen Street to 24ft from Stat 13+96 to 19+37					
2050016	Excavation, Earth	96	Cyd		
3020022	Aggregate Base, 9inch	290	Syds		
5012012	HMA, 3EL	46	Ton		
5012036	HMA, 5EL	28	Ton		
Total Amount of Alternate Bid					

Award for Alternate #1 will be based on available funding.

5.02 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purposes of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities, determined as provide in the contract Documents.

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Article 6 - Time of Completion:

6.01 - Bidder agrees that the Work will be substantially complete by **November 27, 2026** and will be completed and ready for final completion by **May 1, 2027**.

6.02 - Bidder accepts the provisions of the Agreement as to Liquidated Damages

Article 7 - Attachments to this bid

7.01 - Attachments

- A. List of Proposed Subcontractors and Material Suppliers
- B. List of Project References
- C. Required Bid Security in the form of a Bid Bond, or Certified Check
- D. Evidence of Authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license with the time frame for acceptance of Bids.

Article 8 - Bid Submittal

8.01 - This Bid is submitted by:

If Bidder is:

- 1. Individual, resident of _____
doing business as _____
at _____
- 2. Partnership, consisting of _____
and _____
under the firm name of _____
- 3. Corporation by the name of _____
organized and existing under the laws of the State of _____
with offices at _____

FEDERAL ID# (if applicable) _____

(Corporate Seal, if applicable) Name of Bidder: _____

Signed By: _____

Its: _____

Phone: _____

Email: _____

Bid submitted on: _____, 20____.

Attachment A - List of Subcontractors and Material Suppliers

Company Name	Company Contact	Phone Number & Email	Items Of Work

Attachment B - Reference Questionnaire

Please answer the following questions completely.

1. Firm name: _____
2. Established: Year _____ Number of Employees _____
3. Type of organization: Individual____ Partnership____ Corporation____ Other____
4. Former name(s) if any, and year(s) in business

5. Include at least 3 references of contacts for similar work performed over the last five years. Include: owner, contact person and phone number and description of work performed.
 - 5.1 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____
 - 5.2 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____
 - 5.3 Company Name: _____
Address: _____
Phone: _____
Contact: _____
Type of Work: _____
Budget: _____

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed _____

Name _____

Title _____

Date _____

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Notice of Award

Date: ____

Project: *Project*	
Owner: City of Hillsdale	Owner's Contract No.:
Contract: *Contract*	Engineer's Project No.:
Bidder: *Name*	
Bidder's Address: *address*	
city, state, zip	

You are notified that your Bid dated ***bid date*** for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Project identified above.

The Contract Price of your Contract is ***bid amount*** Dollars (\$ ***bid amount***). **Please return three (3) acknowledged copies of this notice to the ENGINEER.**

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the ENGINEER for review [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within 20 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

name
Owner

By: _____
Authorized Signature

City Manager
Title

Copy to Engineer

,

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the _____ City of Hillsdale, Michigan, a Michigan municipal corporation, _____ herein "the City", and _____ Herein "the Contractor".

Article 1 – Work

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The is generally described as follows:

City of Hillsdale – Park Street Resurfacing

Article 2 – Engineer

- 2.01 The Project has been designed by City of Hillsdale, 97 N Broad St, Hillsdale, MI 49242, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3 – Contract Times

- 3.01 Time of the Essence
- A. All time limits for Milestones, is any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 Days to achieve Substantial Completion and Final Payment.
- 3.03 The Work will be substantially completed on or before *DATE* as provided in the General Conditions, and completed and ready for final payment on or before *DATE*
- 3.04 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is Substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

Article 4 – Contract Price

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A, 4.01.B and 4.01.C (Exhibit "A") below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph.
- B. As provided in the General Conditions, estimated quantities are not guaranteed, and determination of actual quantities and classifications are to be made by Engineer as provided in the General Conditions. Unit Prices have been completed as provided in the General Conditions.

C. Exhibit “A”

Article 5 – Payment Procedures

5.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on basis of Contractor's Application for Payment on or about the 15th day of Each Month during performance of the Work as provide in Paragraphs 5.02.A.1 or 5.02.A.2 below. All such payments will be measured by the schedule of values establish as provided is General Conditions (and in the case of Unit Price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in the amount equal to the percentage indicated below but, in each case, less the aggregate payments previously made and less such amount as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions.
 - a. 90 percent of Work Complete (with the balance being retainage); and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage)
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Condition.

5.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendations of payment in accordance with the General Conditions, Owner shall pay Contractor as provide in the General Conditions the remainder of the Contract Price as recommended by the Engineer as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

Article 6 – Contractor's Representations

6.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7 – Contract Documents

7.01 Contents

- A. "Contract Documents" shall include the following:
 - 1. The agreement
 - 2. Performance Bond
 - 3. Payment and Material Bond
 - 4. General Conditions
 - 5. Specifications
 - 6. Drawings
 - 7. Testing Reports, Soils Reports, if applicable
 - 8. Addenda (numbers ____ to ____ inclusive)
 - 9. Exhibits to this Agreement:
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - c. Notice of Award
 - 10. The follow which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above)
- C. There are no Contract Documents other than those listed above in Article 7
- D. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

Article 8 – Miscellaneous

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

- A. Michigan Act 524, PA 1980 (MCLA 125.1561 et seq.) regarding contractor retainage escrow accounts does not apply. There will be no escrow account for retainage or interest earned from Rural Development funds.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

Owner

Contractor

CITY OF HILLSDALE

A Municipal Corporation

A:

By: _____

By: _____

Printed David Mackie

Printed: _____

Its: City Manager

Its: _____

Attest: _____

Attest _____

Printed: _____

Printed: _____

Its: City Clerk

its: _____

Contact information for giving notice.

c/o Robert Stiverson, PE, City Engineer

c/o

City of Hillsdale

45 Monroe St

Hillsdale, MI 49242

Phone: 517-437-6479

Phone: _____

Email: rstiverson@cityofhillsdale.org

Email _____

Notice to Proceed

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address: <i>[send Certified Mail, Return Receipt Requested]</i>	

You are notified that the Contract Times under the above Contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is --, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements].*

_____	Owner
_____	Given by:
_____	Authorized Signature
_____	Title
_____	Date

Copy to Engineer

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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)

Contractor's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

If there is no Owner Default, Surety's obligation under this Bond shall arise after:

- Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
- Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
- Owner has agreed to pay the Balance of the Contract Price to:
 - Surety in accordance with the terms of the Contract; or
 - Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

- Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - Deny liability in whole or in part and notify Owner citing reasons therefor.

If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

The responsibilities of Contractor for correction of defective Work and completion of the Contract;
Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions.

Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

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PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

Reserved.

Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract.

Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

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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**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
PROGRESS AND COORDINATION CLAUSE**

- 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 27, 2026** and ready for **Final Completion Date of May 1, 2027**.

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.

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
MOBILIZATION**

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)
• 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.	

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

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

**CITY OF HILLSDALE
SPECIAL PROVISION
FOR
STRUCTURE COVER, TYPE _**

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.

Structure adjustments, existing castings are to provide a minimum of 24inch clear opening. If less than 24 inches, the casting is to be replaced with an approved casting that does provide 24inch clear opening.

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
Sanitary Structure Cover, Adj, Case 1	Each
Dr Structure Cover, Adj, Case 1	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/TURF ESTABLISHMENT**

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/TURF ESTABLISHMENT**

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
Turf Establishment	Square Yard

Slope Restoration/Turf Establishment 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/Turf Establishment** will not be paid for separately but will be considered included in the contract unit price bid for **Slope Restoration/Turf Establishment**.

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

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/Turf Establishment** 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 – Contractor Safety Policy

A-1 thru A-8

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.