

CITY OF BURTON

2024 PAVEMENT PRESERVATION 24-006-P

DUANE HASKINS, MAYOR

*LOCAL STREET SUBDIVISIONS - LAPEER HEIGHTS, MAPLE LAWN, MAPLEWOOD
MEADOWS, CITY GARDENS AND COUNTRY GARDENS
LOCAL STREETS - RINN, CARLSON AND BRABBS.
MAJOR STREET - CENTER ROAD, MAPLE AVENUE, FENTON ROAD*

SPECIFICATIONS AND CONTRACT DOCUMENTS

Prepared By:

CITY OF BURTON
DEPARTMENT OF PUBLIC WORKS
4093 MANOR DRIVE
BURTON, MI 48519
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ADVERTISEMENT

**2024 PAVEMENT PRESERVATION
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RECEIPT OF PROPOSALS

Sealed bids for a Pavement Preservation are invited and will be received by the City of Burton, a Michigan Governmental Corporation (hereinafter referred to as the Owner), at the Burton City Hall, 4303 S. Center Rd., Burton, Michigan, not later than **10:00 a.m.** local time on April 8, 2024. Immediately thereafter all bids received will be publicly opened and total prices read aloud in the Council Chambers. A copy of all Specifications and Contract Documents are on file for inspection at City of Burton Purchasing Department, 4303 S. Center Road, Burton, MI, alternatively available via electronic option can be requested by sending an email to: j.griffith@burtonmi.gov or p.wingblad@burtonmi.gov. Any bid received after the time and date specified will not be considered.

GENERAL DESCRIPTION OF WORK

Bids are solicited under a general contract for the following approximate quantities of work:

1.	1	LS	TRAFFIC CONTROL
2.	111,000	SY	SEAL, SINGLE CHIP
3.	111,000	SY	MICRO-SURFACE, SINGLE CSE
4.	7.3	MILE	OVERBAND CRACK SEAL LOCAL STREET
5.	11.6	LM	OVERBAND CRACK SEAL MAJOR STREET

Work may also include other associated items.

OBTAINING CONTRACT DOCUMENTS

Persons desiring to bid this work may obtain Contract Documents, Specifications and Proposal Form upon request at:

City of Burton
Department of Public Works
4093 Manor Dr.
Burton, MI 48519
(810) 742-9230

General questions may be addressed by emailing questions to Peter Wingblad at p.wingblad@burtnomi.gov.

PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a Proposal Guarantee in the form of a certified check, cashier's check, money order or bid bond in an amount not less than 5% of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening. If a bidder is given a Notice of Award and fails to execute the contract within fifteen (15) calendar days after the Notice, they shall forfeit all claims to the contract, and the Proposal Guarantee shall be forfeited.

SUBMITTING PROPOSAL

A bid on this project shall only be submitted on the proposal form furnished with the Contract Documents. All proposals shall comply with the conditions listed in the Contract Documents.

ACCEPTANCE OF PROPOSAL

The right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept any bid or combination of bids, which is considered most favorable to the Owner. The Owner may also adjust any work item quantities without adjustment of the bid unit price.

WITHDRAWAL OF PROPOSAL:

No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ten (10) days after the bid closing. The bids of the two lowest Bidders shall not be withdrawn after the opening of proposals without the consent of the Owner for a period of sixty (60) days after the bid closing.

INSTRUCTIONS TO BIDDERS

2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION, M.D.O.T.

All construction shall meet the requirements of the “Michigan Department of Transportation (M.D.O.T.) 2020 Standard Specifications for Construction” and the latest edition of the “M.D.O.T. Road Standard Plans” unless these specifications and plans are modified by the supplemental specifications, special provisions, or construction drawings. Supplemental specifications, special provisions, and construction drawings shall take priority over M.D.O.T. standard specifications and plans.

INCIDENTAL ITEMS OF CONSTRUCTION

It is intended that all the work necessary to complete this project shall be included in the items listed in the proposal. Any other work not specifically listed in the proposal, but necessary to complete the project as required by the drawings and specifications shall be considered as incidental to the project, whether said work is specifically mentioned on the drawings or in the specifications. No additional compensation will be due the Contractor for any work not listed on the proposal, unless otherwise approved by the Owner.

PREPARATION OF PROPOSAL

A bid on this project shall be made only on the proposal form furnished by the project specifications and included in this document. A proposal may be rejected if it does not contain a price for every item named in the proposal.

Bidders are warned against making any erasures or alterations of the proposal. Any proposal which contains omissions, erasures, conditions, alterations, or additions not called for, may be rejected at the discretion of the Owner. The person signing the proposal must initial each erasure or change.

Proposals shall not be removed from the bound document. Each proposal shall be submitted in a sealed envelope clearly identifying the project and the name and address of the bidder.

SIGNING OF PROPOSALS

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the Bidder is an individual, his signature shall be inscribed. If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney shall be on file with the Owner prior to opening bids; otherwise, the bid may be disregarded as irregular and unauthorized. If the Bidder is a corporation, then it shall attach a resolution of its board showing the authority of the person authorized to sign the contract.

DELIVERY OF PROPOSALS

All proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his proposal is received by the Owner prior to the scheduled time for opening proposals. Any proposal received after the said time for opening proposals shall be returned to the Bidder unopened.

All proposals shall be delivered to the Owner in sealed envelopes. The outside of the envelope containing the bid shall bear the name of the Bidder, his address, his license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner. If hand-delivered, contact City Hall at (810) 743-1500 Ext. 1801 prior to delivery to ensure it is open.

Submit bids to the following address:

Burton City Hall
Attn: Clerk's Office
4303 S. Center Road
Burton, MI 48519

CONSIDERATION OF PROPOSALS

The proposals received will be compared on the total base bid. In case of discrepancy between the total base bid shown in the proposal and that obtained by adding the products of the quantities of items and the unit prices, the unit prices as contained in the proposal shall govern, and any errors found in said products and in the addition of said products will be corrected.

REJECTION OF PROPOSALS

Proposals may be rejected if the Bidder fails to fill in any unit prices or if the unit prices are prepared in pencil. The Owner reserves the right to reject a proposal that does not comply with all the requirements of this document or other documents; however, he may waive any minor defects or informalities at his discretion. Bidders who submit qualifying letters with their proposals may be disqualified at the Owners discretion. The Owner further reserves the right to reject any or all proposals. Collusion between Bidders shall be sufficient cause for the rejection of all proposals affected thereby.

WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ten (10) days after the bid closing. The bids of the two lowest Bidders shall not be withdrawn after the opening of proposals without the consent of the Owner for a period of ninety (90) days after the bid closes. Should there be reasons why the contract cannot be awarded within this specified period, the bid hold period may be extended by mutual agreement between the Owner and Bidder.

BASIS OF BIDS

Bids are solicited based on unit prices for work complete, as provided for and described in the bid proposal form. The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable, are to be regarded as approximate only, and are for the general guidance of the Bidders as a basis upon which the different bids may be compared. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents.

The failure of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to his bid. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the drawings and specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

INCREASE OR DECREASE IN QUANTITIES

The Owner reserves the right to increase or decrease the contract quantities without affecting the unit price of the item of work.

INTERPRETATION OF CONTRACT DOCUMENTS

Each Bidder shall carefully examine the proposal forms, construction drawings, and project specifications and shall visit and inspect the site of the proposed work and take such other steps as may be reasonably necessary in order to ascertain the nature and location of the proposed work, the general and local conditions which may affect the work or the cost thereof, and all other relevant matters concerning the work to be performed. Before submitting a proposal, each Bidder shall personally make his own determination as to the soil conditions and sub-soil conditions in the proposed work. Each Bidder shall be held to have determined to his own satisfaction the conditions he will encounter in the construction of the work, including sub-soil conditions, and he shall be prepared to complete the work in whatever material and under whatever conditions he may encounter or create without extra cost to the Owner.

Prospective Bidders shall be responsible for verifying the accuracy of all measurements, methods of fabricating and constructing, and all other details, which have been specified in the contract specifications and on the contract drawings.

Failure of the Bidder to make these examinations will not relieve him of the responsibility of properly estimating the cost of or the difficulty of successfully performing the proposed work, and no claims for additional compensation will be allowed or entertained by reason of said failure on the part of the Bidder.

The submission of a bid constitutes an affirmative representative by the Bidder that he has complied with every requirement of the "Instructions to Bidders", that he has carefully examined the site, the soils, all addenda and the contract documents and construction drawings, and that he has independently formed a judgment that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PERMITS

The Contractor shall secure and pay for all permits and licenses required for the project.

LAWS AND REGULATIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

TIME OF COMPLETION

The successful Bidder will be required to complete all work within the schedule specified in the proposal.

BIDDER'S QUALIFICATIONS

Contractors not currently pre-qualified with the Michigan Department of Transportation shall submit qualification letters to the City of Burton prior to submitting their bids. Upon review of these qualification letters, Bidders may be disqualified at the City's discretion. No proposal will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character like that covered by these plans and specifications. To aid the Owner in determining the responsibility of any Bidder, the Bidder shall include within his letter of qualifications, evidence satisfactory to the Owner of the Bidders' experience and familiarity with the work of the Character specified herein. The evidence requested shall, without being limited thereto, include the following:

1. The Bidder's performance record with a list of work of similar character and proportions which he has constructed, including the name, address, and telephone number of the Owner, date built and construction cost.
2. A tabulation of work of similar type now under contract, including location, description, size, required date of completion, and current percentage of completion of each job.
3. An itemized list of Bidder's equipment available for use on the proposed project.
4. A list of major parts of the work which are proposed to be sublet.
5. Such other information as will satisfy the Owner that the Bidder is qualified and capable of fulfilling the contract.

DISQUALIFICATION OF BIDDERS

A previous failure on the part of any Bidder to perform a contract satisfactorily for lack of experience, equipment, or necessary capital will be sufficient cause for disqualification. Should it be discovered that a perspective Bidder has intentionally misled or deceived the Owner by falsifying or withholding information on previous job performances to gain acceptance, he shall be disqualified from bidding on this project or any future projects.

AWARD OF CONTRACT

The Owner proposes to award a contract for this improvement to the lowest responsive responsible Bidder within a period of ninety (90) days after the opening of bids. The bid security received of all Bidders except the bid security submitted with the two lowest acceptable proposals will be returned within ten (10) days following the bid opening. The bid security of the two lowest acceptable proposals will be returned after the Owner has made an award to the successful low Bidder, and the required bonds, insurances, and agreement have been executed by the low Bidder and returned to the Owner.

The successful Bidder shall within fifteen (15) consecutive calendar days after receiving notice of the acceptance of his proposal by the Owner, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices contained in his proposal, and he shall furnish to the Owner, such surety for the faithful performance of such contract and for payment of all materials used in the work and for all labor expended thereon and for the maintenance and guarantee of his work, and shall provide the Owner with such insurance certificates and policies as are prescribed in the Insurance Section of the Specifications.

LENGTH OF CONTRACT

The project shall not commence prior to July 1, 2024. All contract work must be completed in its entirety no later than September 15, 2024. Failure to complete all contract work by September 15, 2024, will result in the Contractor being assessed liquidated damages in accordance with MDOT 2020 Standard Specifications for Construction.

The successful Bidder will be required to submit a construction schedule to the Owner indicating the dates of completion of the various items of work. This schedule, when approved by the Owner, will become a part of the contract documents.

EQUAL EMPLOYMENT OPPORTUNITY

The successful bidder or supplier must have an approved Equal Employment Opportunity Plan (EEOP) file with the City of Burton before a contract or purchase order can be executed. The EEOP must be prepared on forms available from the City of Burton Personnel Office. EEOP, when approved, is valid for three (3) years. The EEOP must contain and conform to the following elements.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
_____ as Principal,
and _____ as
Surety, are hereby held and firmly bound unto the City of Burton as owner in the
penal sum of **five (5) percent of the total bid** for payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the principal has
submitted to _____ a certain bid,
attached hereto and hereby made a part hereof to enter into a contract in writing for
the:

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NOW THEREFORE:

- A. If said bid shall be rejected, or in the alternative,

- B. If said bid shall be accepted and the principal shall execute and deliver a
contract in the Form of Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a bond for his faithful
performance of said contract and for the payment of all persons performing
labor or furnishing materials in connection therewith and shall in all other
respects perform the agreement created by the acceptance of this bid.

then this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety for all
claims hereunder shall, in no event, exceed the penal amount of this obligation as
herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

(Principal)

(Surety)

By: _____ *

SEAL

(Address of Bond Agent)

*Attach Power of Attorney

PROPOSAL SECTION

PROPOSAL

2024 PAVEMENT PRESERVATION

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This is the PROPOSAL of _____, hereinafter called the Bidder, to the City of Burton, a Michigan Governmental Corporation, hereinafter called the Owner.

The Bidder, having familiarized himself with the local conditions affecting the work, and having examined the contract documents including the Advertisement, Instruction to Bidders, Proposal, Agreement, Bonds, Insurances, Specifications and Addenda, hereby proposes to furnish all labor, materials, tools, equipment, utilities and transportation services, and to perform and fully complete all the work listed on the proposal form and/or described in the contract documents and specifications designated as:

CITY OF BURTON, MICHIGAN

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SCHEDULE

The successful Bidder will be required to complete all work within the schedule specified below.

The project shall not commence prior to July 1, 2024. All contract work must be completed in its entirety by September 15, 2024. Failure to complete all contract work by September 15, 2024, will result in the Contractor being assessed liquidated damages in accordance with MDOT 2020 Standard Specifications for Construction.

The successful Bidder will be required to submit a construction schedule to the Owner indicating the dates of completion of the various items of work. This schedule, when approved by the Owner, will become a part of the contract documents.

* See attached documentation of basis of proposal.

BASE PROPOSAL

Item#	Item	Quantity	Unit Price	Total Price
1	Traffic Control	1 LS	\$	\$
2	SEAL, SINGLE CHIP	111,000 SY	\$	\$
3	MICRO-SURFACE, SINGLE CSE	111,000 SY	\$	\$
4	Overband Crack Fill, Roadbed (Local Street)	7.3 Mile		
5	Overband Crack Fill, Lane Mile (Major Street)	11.6 LM	\$	\$
6	Overband Crack Fill, Lump Sum (Maplewood Meadows Subdivision)	1 LS	\$	\$
	TOTAL			\$

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, he will, within fifteen (15) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices named in this proposal, and he will furnish to the Owner all required insurance certificates and policies, and furnish such surety as shall be approved by the Owner for the faithful performance of such contract and for the payment of all materials used in this work and for all labor expended thereon and for the maintenance and guarantee of his work as shall be approved by the Owner.

The attention of the undersigned is directed to the liquidated damages provision of the contract documents. The undersigned hereby agrees that if this proposal be accepted by the Owner, he will complete the entire work of the contract within the specified number of consecutive calendar days after being notified to proceed, and if the work is not completed in the designated time, the liquidated damages specified shall be deducted from any money due the Contractor.

Project to be opened to traffic throughout construction.

Project shall be to complete all work within the schedule specified in this proposal.

The successful Bidder

The undersigned has attached hereto a (Bid Bond) (Certified Check) in the sum of _____ (\$_____) as required in the "Advertisement" and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the Owner may, at its option, determine that the undersigned has abandoned his rights and interest in such proposal, and that the certified check or bid bond accompanying his proposal has been forfeited to the said Owner, but otherwise, the said certified check or bid bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds and insurances or upon the rejection of his proposal.

The undersigned affirms that in making such proposal neither he nor any company that he may represent, nor anyone on behalf of himself or his company, has directly or indirectly entered into any collusion, undertaking, or agreement with any bidder to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding.

In submitting this bid it is understood that the right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept any bid or combination of bids, which is considered most favorable to the Owner.

The Owner reserves the right to decide which divisions will be constructed under this contract. Once the bids are received, the scope of the work will be decided.

Bidder acknowledges receipt of the following addenda(s):

Dated and signed at _____, State of _____, this _____ day of _____, 20____.

Name of Bidder _____

By: _____

Address: _____

Telephone: _____

City of Burton
Special provision
for
TRAFFIC CONTROL

1 of 1

Description. This work shall be done in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, MMUTCD, MDOT Traffic and Safety/Standards and special details.

Materials. Traffic Control Devices, Signs, Signals, Lighting Devices, Barricades, Delineators, Pavement Markings, Traffic Regulators, and all other equipment to protecting and regulating traffic in accordance with the MMUTCD, unless otherwise specified in the contract.

Construction. The Contractor shall safely maintain traffic throughout the entire length of the project. No overnight lane closures shall be permitted. At least one lane of through traffic shall remain open to traffic. Temporary lane closures shall be utilized in conjunction with flagging of traffic.

Measurement and Payment. The completed work as measured will be paid for at the contract unit price for the following pay item(s).

Pay Item	Pay Unit
Traffic Control	Lump Sum

The item of **Traffic Control** includes all labor, materials, and equipment necessary to safely maintain traffic as required. At least one lane of traffic shall remain open.

CITY OF BURTON

**SCOPE OF WORK
OVERBAND CRACK FILL, SINGLE COURSE CHIP SEAL AND SINGLE COURSE
MICRO SURFACE**

1 OF 1

The scope of work consists of applying Overband Crack Fill followed by Chip Seal followed by Micro-Surface to sections of roadway listed below in accordance with (IAW) the requirements of 502, 504 and 505 of the MDOT 2020 Standard Specifications for Construction.

Work shall progress as follows:

- Apply HMA Crack Fill Treatment (Overband Crack Fill, Roadbed) IAW Section 502. Use material IAW section 502.02.B.2. Apply in preparation for Single course Chip Seal (Seal, Single Chip).
- Allow a minimum of 7 days between HMA Crack Treatment and Chip Seal treatment.
- Apply Chip Seal to the full width of the roadway IAW Section 505.
- Apply in preparation for Micro-Surface (Micro-Surface, Single CSE).
- Allow a minimum of 48 hours between Chip Seal treatments and Micro-Surface.
- Apply Micro-Surface to the full width of roadway IAW Section 504.

Surface treatments are to be applied to:

LAPEER HEIGHTS SUBN, as directed by the Department.

MAPLE LAWN SUBN, as directed by the Department.

RINN STREET, as directed by the Department.

CARLSON STREET, as directed by the Department.

BRABBS STREET, as directed by the Department.

CITY & COUNTRY GARDENS SUBN, as directed by Department.

LEGAL STATUS OF BIDDER

A corporation duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____ whose signature is affixed to this Proposal, is duly authorized to execute contracts.

A partnership, all the members which, with addresses, are:

An individual whose signature is affixed to this Proposal.

(The BIDDER shall fill out the appropriate form and strike out the other two)

A G R E E M E N T S E C T I O N

CONTRACT

CITY OF BURTON

GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this ____ day of _____, 20____, by and between the City of Burton, a Michigan Governmental Corporation, herein called the “Owner”, and _____ doing business as _____ (a Corporation) (Partnership) (Individual) and County of _____ and State of Michigan___ hereinafter called the “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction designated as:

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All as shown on the contract documents hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection herewith, under the terms as stated in these contract documents; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurances, and all other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, all in conformance with the contract documents, plans and specifications. All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the proposal section by the Owner, and to fully complete the project within said proposal. If a Contractor is awarded more than one contract, the completion time will be as determined under “Instruction to Bidders” with this total contract time applying to all contracts even though separate contracts have been awarded for each project. The Contractor further agrees to pay liquidated damages in accordance with the schedule set forth in the specifications for each consecutive calendar day thereafter for which a project is not completed.

The Owner agrees to pay the Contractor in current funds for the performance of the contract subject to the actual units of work completed by the Contractor.

IN WITNESS WHEREOF: The parties to these present have executed this contract in all counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

WITNESS:

CITY OF BURTON

Duane Haskins, Mayor

Rachel Boggs, City Clerk

CONTRACTOR

Company Name

Secretary of Corporation

Name & Title

Signature

Address

City, State, Zip Code

Note: If Contractor is a corporation,
secretary should attest. Submit
authorization by the Board for signer.

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, Contractor, as principal, and _____ as Surety, are held and firmly bound unto **The City of Burton** in the sum of _____ Dollars (\$_____) to be paid to the Owner for which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigned firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS the said _____, did, on the _____ day of _____, 20____ by articles that date enter contract with the said Owner for the

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NOW THEREFORE, if the said Contractor shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue and in the event that said Owner shall extend the time for the completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of time or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seals this _____ day of _____, 20_____.

WITNESS

_____	_____ (seal)
_____	_____ (seal)
_____	Principal _____ (seal)
_____	_____ (seal)
_____	Surety _____ (seal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

A _____

(Corporation, Partnership or Individual)

hereinafter called the "Principal", and _____

(Surety)

of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto the City of Burton, (a Michigan Governmental Corporation), hereinafter called "Owner", in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, A.D.,
20____.

WHEREAS, the above-named Principal has entered a certain contract with the Owner, dated the _____ day of _____, 20____ a copy of which is attached hereto and made a part hereof for the construction of:

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AND WHEREAS, this bond is given in compliance with and subject to the provisions and conditions of Public Act No. 213 of the Public Acts of 1963.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above named Principal, legal representatives or successors shall pay or cause to be paid to all subcontractors, persons, firms, and corporations as the same may become due and payable, all indebtedness which may arise from said Principal to a subcontractor or party performing labor or furnishing materials in connection with the contract, construction, and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, it is not possible that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20____.

_____ (seal)

_____ (seal)

Principal

_____ (seal)

_____ (seal)

Surety

Signed, sealed, and delivered in the presence of:

Bonds correct as to form:

Amanda Doyle, City Attorney

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
) ss.

COUNTY OF _____)

The undersigned, _____, CONTRACTOR, hereby represents that on _____, 20____ he (it) was awarded a Contract by the City of Burton hereinafter called the OWNER, to construct Hidden Trails S.A.D. Paving project in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said C Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for performance of said contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release, and relinquish any and all claims or right of lien which the undersign now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this _____ day of _____, 20_____

Contractor

By: _____

Title: _____

Subscribed and sworn to before me, A Notary Public in and for _____ County, Michigan on this _____, 20_____

Notary Public: _____

My Commission expires: _____

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

_____ to

_____ A.D., 20_____ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for a claim compensation from City of Burton or its agents, in addition to the regular items set forth in the Contract numbered _____ and dated _____ A.D., 20_____ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

Ther (is) (is not) an itemized statement attached.

Date: _____

Contractor

By: _____

Title: _____

SWORN STATEMENT

State of Michigan

County of: _____ Date: _____

_____ (deponent) being duly sworn deposes and says:

1. That _____ is the Contractor/Subcontractor for an improvement to the property described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due But Unpaid	Amount of Laborer, Fringe Benefits & Withholdings due But Unpaid

The contracts and subcontracts cited herein are for improvement to the following described real property situated in Genessee County, Michigan, described as:

(insert legal description of property)

Commonly known as:

**2024 PAVEMENT PRESERVATION
24-006-P**

3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
4. Deponent further says that he makes the forgoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above-described premises and his agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended being section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provide a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the owner if the Designee is not named or has died.

Dated: _____

Signature of Deponent

WARNIG TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: _____ in _____ County,

Michigan My Commission expires: _____ Signature: _____

DEBARMENT INFORMATION

HUD recently provided updated information regarding debarment processes. Beginning June 2014, all grantees, subrecipients, contractors, or those entities that will receive or HOME funding must register with the federal system to comply with federal regulations. The General Services Administration, a federal agency, is required to compile and maintain a list of parties debarred, suspended, or disqualified by federal agencies. This list is the System for Awards Management (SAM) and is maintained at SAM.gov. Grantees, or any entity receiving payment of or HOME funds, must register prior to receiving an award or reimbursement of or HOME funding. An active registration in SAM is required both to apply for an award or for reimbursement of funds to make a sub-recipient or subcontractor payment.

SAM registration requirements are as follows:

- 1.) If already registered with SAM, each potential contractor or grantee should ensure that their email address is current in SAM.gov. so as to receive annual automated reminders to renew that registration.

SAM and/or DUNS registration requirements are as follows:

- 1.) If NOT already registered, all entities must acquire a D-U-N-S Number. The process by telephone takes between 5 and 10 minutes. Just call Dun and Bradstreet 1-866-805-5711. If an entity identifies as a contractor on a State government project, the acquisition of a DUNS Number will be free. The following information will need to be provided:
 - Legal name
 - Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
 - Physical Address, City, State and Zip Code
 - Mailing address (if separate)
 - Telephone number
 - Contact name
 - SIC Code (Line of Business)
 - Number of employees at your location
 - Headquarters name and address (if there is a reporting relationship to a parent corporate entity)
 - Is this a home-based business
- 2.) Registration with SAM, to do so, go to SAM.gov. In order to complete the registration, a user account must be created. After the user account with a username and password is established, registration can occur. The entity's Tax Identification Number must be entered into SAM. The HELP tab on the main page can provide additional guidance to understanding the entity's registration status.

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

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency.

- 2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and

- 3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgement rendered against it:
 - a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.

 - b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or

 - c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

System for Awards Management Registration

Awarded prime contractors must be registered with the System for Award Management (SAM.gov) to be reimbursed for Federally Funded CDBG Projects. **SAM registration is free.** The following document is a Basic Guide to getting registered. For more information and directions for registering, please visit the following link:

<http://www.youtube.com/watch?v=n-aB763ohe8>

If further assistance is needed, please do not hesitate to contact the GCMPC office at (810)257-3010

INSURANCE

A. GENERAL

The Contractor shall not begin construction, nor shall he allow any sub-contractor to commence work under this contract until all insurance requirements stated in this section have been complied with.

B. REQUIRED INSURANCE

The Contractor shall procure and maintain during the life of this contract, the following minimum insurance coverages.

1. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall furnish to the Owner satisfactory proof that he has taken out, for the period covered by the work under this contract, full Workman's Compensation Insurance, as required by Michigan law, for all persons which he may employ in carrying out the work contemplated under this contract. In case any work under this contract is sublet, the prime contractor shall require each subcontractor to provide Workman's Compensation Insurance for all the subcontractor's employees to be engaged in such work.

The Owner will accept a certificate that the contractor is covered with Workman's Compensation Insurance. The certificate shall include but not be limited to, the policy number, the effective date, the expiration date, and the statement that coverage is provided for the class of employees doing street paving and excavating work. In case any class of employees engaged in street paving is not protected under the Workman's Compensation Insurance policy, the Contractor shall provide, and shall cause each of his sub-contractors to provide, adequate Employers' Liability Insurance for the protection of the employees not so protected. The minimum Employer's Liability Insurance shall be one hundred thousand dollars (\$100,000.00).

2. CONTRACTOR'S COMPREHENSIVE PROPERTY DAMAGE & BODILY DAMAGE

The Contractor shall take out and pay for and maintain until completion of the work required by this contract, public liability and property damage insurance as shall protect him from claim for personal injury and property damage which may arise because of the work, or from operations under this contract. This insurance shall be on an occurrence basis and shall protect the contractor, against liability arising from: his operations, operations of sub-contractors, completed operations and contractual liability assumed under the indemnity provisions hereinafter insured.

Each of said policies of insurance shall provide coverage in the following minimum amounts:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Comprehensive Bodily Damage	\$500,000 each person \$1,000,000 each occurrence Unlimited aggregate

Contractors desiring to use “excess insurance” or “umbrella coverage” to bring existing policies up to the limitations required by this contract shall submit copies of the policy for review by the Owner. A certificate of excess insurance will not be accepted.

The public liability and property damage insurance shall not be deemed to require the Contractor to have his sub-contractors named as co-insureds in his policy of public liability and property damage, but the policy shall protect him from contingent liability, which may arise from operations of his sub-contractors.

3. CONTRACTOR’S MOTOR VEHICLE LIABILITY INSURANCE

The Contractor shall procure and maintain during the life of this contract insurance for the protection of bodily injury and property damage to OTHER persons caused by the operation of his motor vehicles. The limits of liability shall be as follows:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury	\$500,000 each person \$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

In addition to the above insurance on the Contractor’s motor vehicles he shall maintain similar insurance for any hired or non-owned vehicle used on this contract. These policies shall cover, by specific endorsement, motor vehicle bodily injury and property damage by the Contractor and all sub-contractors whether with owned or non-owned vehicles.

4. OWNER'S PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall furnish and maintain during the duration of this contract A SEPARATE POLICY of contingency insurance naming the Owner, City of Burton, a Michigan Governmental Corporation, its officers, agents, and employees as insureds. The separate policy shall provide coverage to said insureds with respect to all CONTINGENT LIABILITY for damages due to bodily injury, including death resulting therefrom and property damage caused by an accident arising from the street paving and excavation operations performed by the prime contractor or any sub-contractor. This insurance shall protect the insured against contingent liability, which may be imposed upon him by law because of his supervisory acts or omission thereof in connection with the work performed by the general contractor and his sub-contractors.

This contingent liability insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

<u>COVERAGES</u>	<u>LIMITS OF CONTINGENT LIABILITY</u>
Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$500,000 each occurrence \$1,000,000 aggregate

The coverage provided by this contingent liability policy is not intended to cover engineers or surveyors' professional liability.

The insurance company shall provide five (5) copies of this policy for insertion into the contract document.

C. CERTIFICATES OF INSURANCE

Certificates of insurance will be accepted for all coverage except Owners and Contractors Protective Liability Insurance and excess insurance for Contractors Comprehensive Property Damage and Bodily Injury. These certificates shall clearly state that the authorized representative of the insurance company has complied with the provisions as required by this insurance section. The certificate must state which project is covered by that certificate.

D. NOTICE OF CANCELLATION

All insurance policies and certificates required by this contract must include an endorsement providing ten (10) days prior written notice of termination, expiration or material change in terms to be provided to the Owner. The Contractor shall cease operations on the occurrence of any such event and shall not resume operations until new insurance is in force.

E. HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Owner and all of their officers, partners, agents and employees from and against all loss of expense (including court costs and attorney's fees) by reason of liability imposed by law upon the Owner for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Contractor, his sub-contractors, the Owner, their officers, partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner.

NOTE: This Certificate of Insurance must be executed after the award of the contract and before work commences.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

**2024 PAVEMENT PRESERVATION
24-006-P**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ dollars (\$ _____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and Insurances within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and Insurances within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by _____ this, the ____ day of _____, 20_____.

By: _____

Title: _____

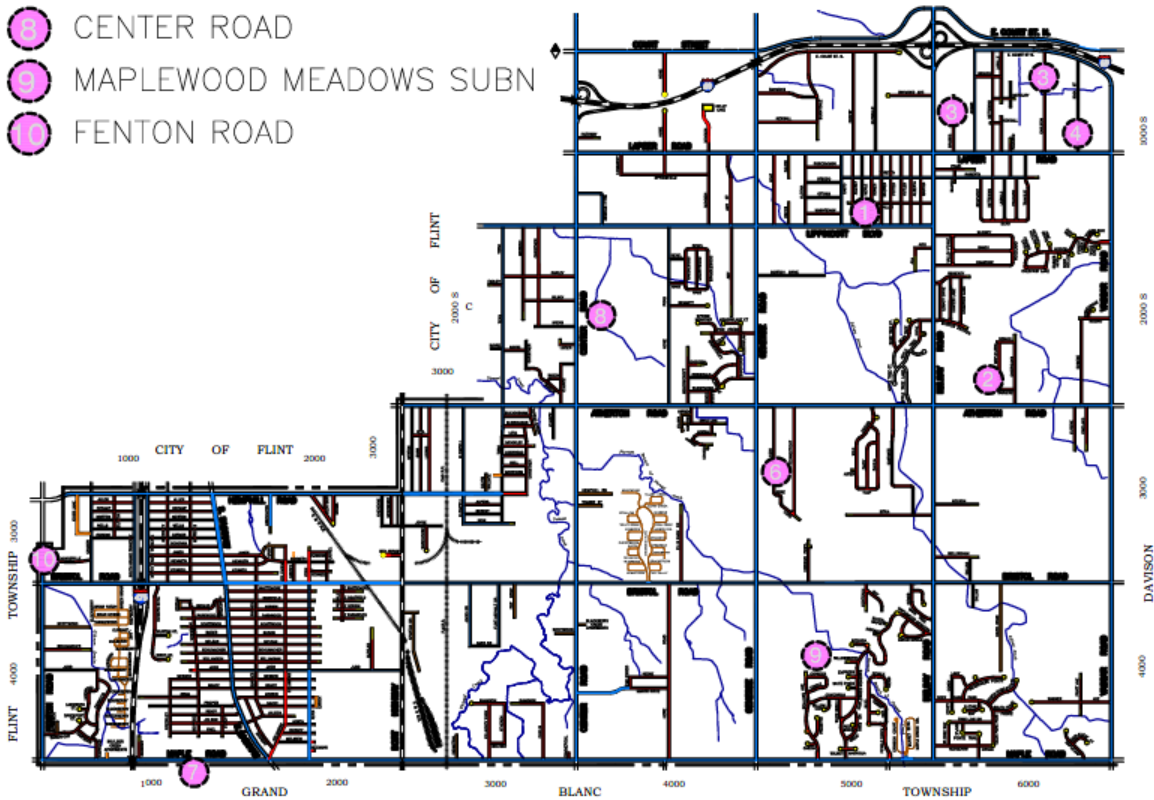
LOCATION OVERVIEW

- 1. LAPEER HEIGHTS SUBDIVISION**
OVERBAND CRACK FILL – 4.3 ROADBED MILE, SINGLE COURSE CHIP SEAL
AND MICRO-SURFACE - 62,000 SY
- 2. MAPLE LAWN SUBDIVISION**
OVERBAND CRACK FILL – 0.9 ROADBED MILE, SINGLE COURSE CHIP SEAL
AND MICRO-SURFACE - 12,100 SY
- 3. CARLSON STREET**
OVERBAND CRACK FILL – 0.6 ROADBED MILE, SINGLE COURSE CHIP SEAL
AND MICRO-SURFACE - 7,700 SY
- 4. RINN STREET**
SINGLE COURSE CHIP SEAL AND MICRO-SURFACE - 6,600
- 5. BRABBS STREET**
OVERBAND CRACK FILL – 0.3 ROADBED MILE, SINGLE COURSE CHIP SEAL
AND MICRO-SURFACE - 4,000 SY
- 6. CITY GARDENS AND COUNTRY GARDENS SUBDIVISIONS**
OVERBAND CRACKFILL 1.2 ROADBED MILE, SINGLE COURES CHIP SEAL
AND MICRO-SURFACE - 18,500 SY
- 7. MAPLE AVENUE - FENTON ROAD TO SAGINAW STREET**
OVERBAND CRACK FILL – 6 LANE MILES
- 8. CENTER ROAD - AHERTON ROAD TO LIPPINCOTT BLVD**
OVERBAND CRACK FILL – 5 LANE MILES
- 9. MAPLEWOOD MEADOWS SUBDIVISION**
OVERBAND CRACK FILL – LUMP SUM
- 10. FENTON ROAD - BRISTOL ROAD TO CITY LIMIT**
OVERBAND CRACK FILL – 0.6 LANE MILES

PROJECT LOCATION DPW PROJECT # 24-006-P



- 1 LAPEER HEIGHTS SUBN
- 2 MAPLE LAWN SUBN
- 3 CARLSON STREET
- 4 RINN STREET
- 5 BRABBS STREET
- 6 CITY AND COUNTRY GARDENS SUBN
- 7 MAPLE AVENUE
- 8 CENTER ROAD
- 9 MAPLEWOOD MEADOWS SUBN
- 10 FENTON ROAD

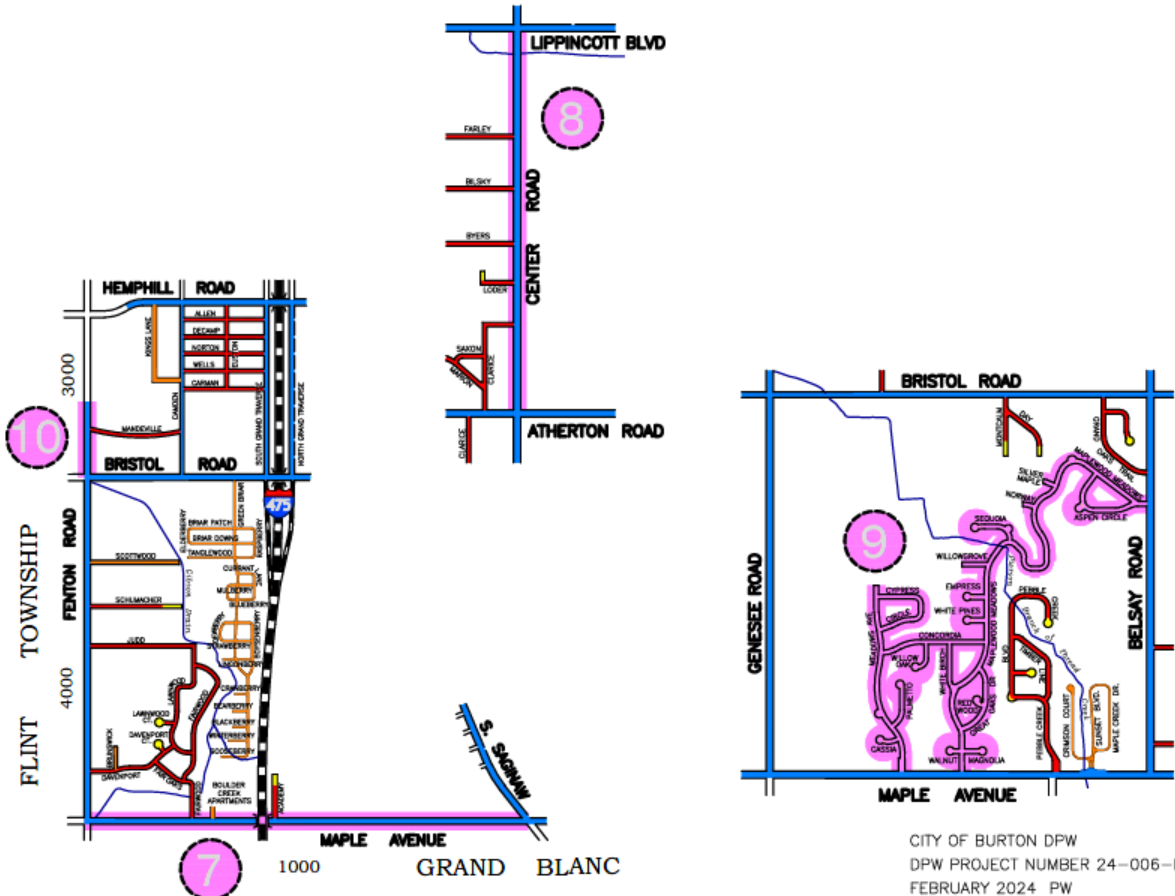


CITY OF BURTON DPW
DPW PROJECT NUMBER 24-006-P
FEBRUARY 2024 PW

PROJECT LOCATION
 DPW PROJECT # 24-006-P
 CRACK SEAL ONLY



- 7 MAPLE AVENUE
- 8 CENTER ROAD
- 9 MAPLEWOOD MEADOWS SUBN
- 10 FENTON ROAD

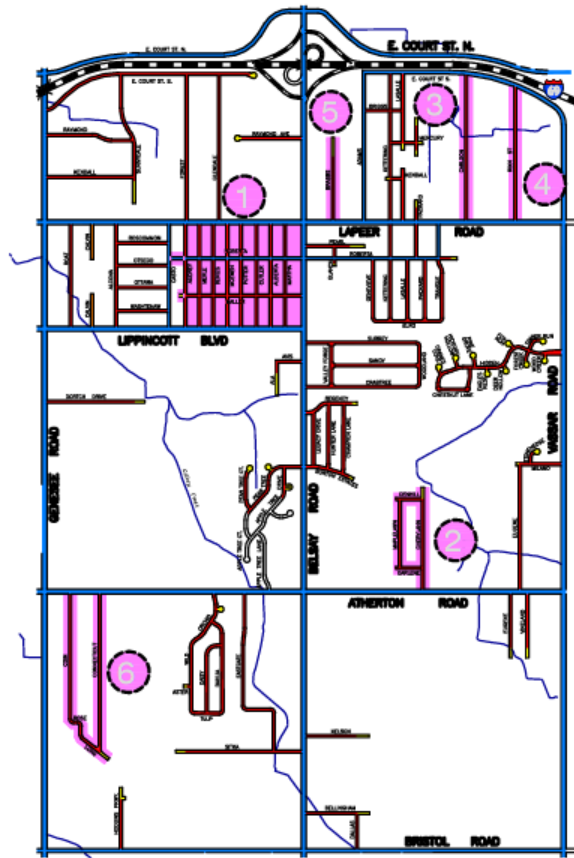


CITY OF BURTON DPW
 DPW PROJECT NUMBER 24-006-P
 FEBRUARY 2024 PW

PROJECT LOCATION
DPW PROJECT # 24-006-P
CRACK, CHIP & MICRO SEAL



- 1 LAPEER HEIGHTS SUBN
- 2 MAPLE LAWN SUBN
- 3 CARLSON STREET
- 4 RINN STREET
- 5 BRABBS STREET
- 6 CITY AND COUNTRY GARDENS SUBN



CITY OF BURTON DPW
DPW PROJECT NUMBER 24-006-P
FEBRUARY 2024 PW