

**Contract Documents For
DPW-17-01
2017-2018 Pavement Repair Project**



Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48329
www.twp.waterford.mi.us

January 2017

BID NO. DPW –17-01 – 2017- 2018 PAVEMENT REPAIR PROJECT

Table of Contents

Table of Contents	TC-1
Advertisement.....	AD-1
Information to Bidders.....	IB-1 to 6
Supplemental Information to Bidders	SIB-1 to 7
GENERAL SPECIFICATIONS	
Project Description.....	GS-1
Project Schedule.....	GS-1
Payment Schedule.....	GS-2
Warranty/Guarantee Period/Permits	GS-2
PROJECT INFORMATION.....	PI-1
DETAILED SPECIFICATIONS	DS-1 to 2
BID SECTION	
Requirements	BID-1
Proposal.....	BID-2 to 3
Bid Forms	BID-4 to 8
Legal Status of Bidder.....	BID-9
Non-Collusion Affidavit.....	BID-10
AGREEMENT SECTION	
General.....	C-1
Contract.....	C-2 to 3
FORMS SECTION	
Notice of Award.....	F-1
Notice to Proceed	F-2
Contractor’s Declaration of Extras.....	F-3
Contract Supplement Form	F-4 to 5
Invoice Form	F-6
INSURANCE SECTION	
Required Insurance.....	INS-1 to 3
Certificates of Insurance	INS-3
Notice of Cancellation	INS-3
Hold Harmless Agreement	INS-3

CHARTER TOWNSHIP OF WATERFORD
Department of Public Works
Oakland County, Michigan
ADVERTISEMENT FOR

BID NO. DPW-17-1 2017-2018 PAVEMENT REPAIR PROJECT

Sealed Bids for the project entitled "BID NO. DPW 17-01-2017-2018 PAVEMENT REPAIR PROJECT" in the Charter Township of Waterford (hereinafter referred to as Township) will be received at the Clerk's Office, 5200 Civic Center Dr., Waterford, Michigan 48329 on or before, but not later than 2:00 p.m., local time on **Tuesday January 31, 2017**. All bids received will be publicly opened and read aloud at that time.

All bids shall be delivered to the Township Clerk's Office in sealed envelopes. The outside of the envelope containing the bid shall bear the name of the Bidder, their address, license number if applicable, and the name of the project for which the bid is submitted.

The scope of this contract shall include all labor, materials, equipment, supplies, service and insurance by the Bidder to provide and implement a Bid No. DPW-17-01- 2017-2018 PAVEMENT REPAIR PROJECT program at the identified sites in accordance with these entitled specifications.

Bid documents may be obtained, free of charge, on or after **Tuesday, January 17, 2017** from the Waterford Township Clerk's Office, 5200 Civic Center Dr., Waterford, MI 48329.

Each bid shall be accompanied by a bid security in the amount of five percent of the bid amount subject to the conditions in the **Information to Bidders**.

A bidder will be permitted to withdraw their bid unopened after it has been deposited, if such request is received prior to the time specified for opening bids and provided that their identity is made known and the responsible party signs for the bid. No bid shall be withdrawn after the opening of the bids without the consent of the Township for a minimum of one hundred twenty days (120) from the scheduled time for closing bids.

The Township reserves the right: to accept any or all alternative bids; to award the Contract to other than the lowest Bidder; to waive any irregularities of informalities, or both; to reject any or all bids; and in general to make the award of the Contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Township. Conditional bids will not be considered.

Any further information may be obtained from the Waterford Township Public Works Department (248) 674-2278.

WATERFORD TOWNSHIP, MICHIGAN
BY ORDER OF:

Sue Camilleri
Township Clerk

THIS ADVERTISEMENT, AS WELL AS SPECIFICATIONS, MAY ALSO BE ACCESSED ON THE WATERFORD TOWNSHIP WEBSITE AT WWW.WATERFORDMI.GOV

INFORMATION TO BIDDERS

General

Prospective bidders will be furnished with bid forms in the set of Contract documents. The following items pertaining to the bid shall apply to all Contracts and are made a part of the unit price bid or lump sum bid.

1. PREPARATION OF THE BID

A bid on this project shall be made only on the **Bid Forms** provided in this document. Bid prices in the bidding schedule are to be written both by words and by figures, and in case of any conflict, words shall prevail unless it clearly appears in the bid that the words rather than the figures are in error. A bid may be rejected if it does not contain a price for each and every item named in the bid for unit price bids, or for items used for additions or deductions, if requested.

Bidders are warned against making any erasures or alterations of the bid. Any bids that contain omissions, erasures, conditions, alterations or additions not called for, may be rejected at the discretion of the Township. The person signing the bid must initial each erasure or change.

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

2. SIGNING OF BIDS

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. A resolution of the corporation's board authorizing the officer to execute the Contract shall be attached.

If the Bidder is a co-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 must be on file with the Township prior to opening bids or at the time of submitting bids; otherwise the bid may be disregarded as irregular and unauthorized.

3. DELIVERY OF BIDS

All bids 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 their bid is received by the Township prior to the scheduled time for opening bids. Any bid received after said time for opening bids shall be returned to the bidder unopened.

All bids shall be delivered to the Township in sealed envelopes. The outside of the envelope containing the bid shall bear the name of the Bidder, their address, 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 Township.

No bid will be considered unless it is made on the bid form that is included in the Contract documents. The bid must not be removed from, but must be kept with, such other sections of the Contract documents with which it has been bound.

All blank spaces must be filled in, in ink, and the bid form must be fully completed and executed when submitted.

4. CONSIDERATION OF BIDS

The bids received will be compared on the **Total Base Bid**. In case of discrepancy between the total shown in the Total Base Bid and the summation of the items amounts in the bid, the item prices as written and summed in the bid shall govern.

A tabulation of all bids received by all Bidders will be returned within ten (10) days following receipt of bids. A conditional or qualified bid will be subject to approval by the Township and **MAY** be cause for disqualification of the bid.

5. REJECTION OF BID

Bids may be rejected if the Bidder fails to fill in any unit prices or if the unit prices are prepared in pencil. The Township reserves the right to reject a bid that does not comply with all the requirements of this document or any other documents; however, they may waive any minor defects or informalities at their discretion. Bidders who submit exception letters with their bids may be disqualified at the Township's discretion. The Township further reserves the right to reject any or all bids. Collusion between Bidders will be sufficient cause for rejection of all bids affected thereby.

6. WITHDRAWAL OF BID

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 shall not be considered. No Bidder may withdraw a bid within one hundred twenty days (120) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Township and Bidder.

7. BASIS OF BIDS

Bids are solicited on the basis of the lowest TOTAL BASE BID, as provided for and described in the Bid Section of the specifications.

The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable, are to be regarded as approximate only, being given 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 or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his bid.

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 implementation of the project. Information obtained from an officer, agent or employee of the Township or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Contract.

8. BID SECURITY

Each bid shall be accompanied by a certified check, cashier's check or Bond made payable to the Township in an amount specified in the **Advertisement**. All Bonds must be issued by a surety that is currently named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

The Bid Security of Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required insurances and bonds and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If Successful Bidder fails to execute and deliver the Contract and furnish the required insurances and bonds within 15 days after the Notice of Award, the Township may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the Township believes to have a reasonable chance of receiving the award may be retained by the Township until the earlier of the 7th day after the Effective Date of Agreement or the 121st day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with bids that are not competitive will be returned within 7 days after the bid opening.

9. BONDS

Contractor shall furnish Performance and Payment Bonds, and such other bonds as specified, as security for the faithful performance and payment of all his obligations under the contract documents. These bonds shall be in amounts at least equal to Contract Price, and (except as otherwise provided) in such form and with such sureties as are licensed to conduct business in the state where the project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

If the surety on any Bond furnished by Contractor is declared bankrupt, or becomes insolvent or its right to do business is terminated in any state where any part of the project is located, contractor shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to Owner.

10. INCREASE OR DECREASE IN QUANTITIES

The Township reserves the right to increase or decrease the Contract quantities as needed on a unit price Contract or lump sum Contract.

11. INTERPRETATION OF CONTRACT DOCUMENTS

Should any Bidder contemplating submitting a bid for the proposed Contract find discrepancies in, or omissions from the specifications or other bid documents, or should they be in doubt as to their true meaning, they may submit a written request to the Township for the interpretation thereof. The Township must receive any such written request no later than seven (7) days prior to the date of the bid opening. Any interpretation of the bid documents will be mailed or delivered to each person who has purchased a set of the proposed Contract documents. Any addendum issued during the time of bidding shall be taken into account in preparing the bid, and in closing the Contract, they shall become a part thereof. The Township will not be responsible for any oral instructions or interpretations.

12. EXAMINATION OF SPECIFICATIONS

Each Bidder shall carefully examine the bid forms and project specifications and take such other steps as may be reasonably necessary in order to ascertain the nature of the proposed work, the general and local conditions which may affect the work or the cost thereof, and other relevant matters concerning the work to be performed. Failure to do so will not relieve Bidders from the responsibility of properly estimating the difficulty or cost 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 representation by the Bidder that they have complied with every requirement of the Contract specifications, that they have carefully examined the requirements, alternatives, addenda and the Contract document, and that the Bidder 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.

13. PERMITS

The Bidder shall secure and pay for all permits and licenses required for the Contract.

14. LAWS AND REGULATIONS

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

15. MATERIAL COMPLIANCE

Each Bidder is expected to base their bid on equipment, materials, and expertise complying fully with the Contract specifications.

16. TIME OF COMPLETION

The successful Bidder shall be required to commence work within 10 days of the **Notice to Proceed** and complete all work in accordance with work schedules contained elsewhere in these specifications.

17. NON-ESCALATION CLAUSE

The Township will not recognize any claim for additional compensation because of payment by the Bidder of any wage rate in excess of the minimum wage rate determined by the Wage Determination included in the Contract documents, or for any increase in material cost.

18. WASTE DISPOSAL

Trash and debris generated by the Bidder or their subcontractors in the construction of this project shall be disposed of in a manner approved by the Township. **There shall be no dumping permitted in the Township.**

19. ACCESS

The Bidder shall provide access for authorized representatives of Federal, State or local governmental agencies to the work whenever it is in preparation or progress including proper facilities for such access and inspection. The Bidder shall also provide any authorized representative of the Township with any books, documents, papers and records of the Bidder which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

20. SUPPLIERS AND SUBCONTRACTORS

The successful bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Township.

The bidder may utilize the services of specialty subcontractors on those parts of the work which, under normal practices, are performed by specialty contractors.

The bidder shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price without prior written permission of the Township.

21. PROJECT SCHEDULE / PAYMENT SCHEDULE

The project and payment schedules shall be as outlined in the **Specifications** section of these bid documents.

22. BIDDERS QUALIFICATION

No bid will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the specifications. The Bidder shall submit a complete reference list and any other documentation showing that they are qualified to perform the Contract as outlined in these specifications.

It is the intention of the Township to award a Contract only to a Bidder who furnishes satisfactory evidence that they have the requisite experience and ability and that they have sufficient capital and facilities to enable them to complete the work successfully.

The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

23. DISQUALIFICATION OF BIDDER(S)

A previous failure on the part of any Bidder to perform a Contract satisfactorily for lack of experience, equipment or capital necessary for the satisfactory completion of the work, will be sufficient cause for disqualification. All Bidders, as requested by the Township, must furnish qualification statements to be included in the bid.

24. AWARD OF THE CONTRACT

The Township reserves the right to reject any or all bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any Bidder if the Township believes it would not be in the best interest of the Contract to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Township.

The Township also reserves the right to waive all informalities not involving price, time or changes in the Work to and to negotiate Contract terms with the successful Bidder. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

Discrepancies between words and figures will be resolved in favor of the words.

The Township may conduct such investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, Suppliers, other persons and organizations to do the Work in accordance with the Contract Documents to Township's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded on the basis of the lowest Total Base Bid to the Bidder whose evaluation by the Township indicates to the Township that the award will be in the best interest of the Project. Other alternatives will not be considered in the award of this Contract.

If the Contract is to be awarded, Township will give Successful Bidder **Notice of Award** within 45 days after the day of the bid opening.

The Township proposes to award a Contract for the specified services to the lowest responsive and responsible Bidder(s) within a period of ninety (90) days after the bids are received.

The Township, within ten (10) days of receipt of acceptable insurance, bonds and other Contract requirements shall sign the agreement and return to the Bidder an executed duplicate of the agreement. Should the Township not execute the agreement within such period, the Bidder may by written notice withdraw their signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Township.

25. BID REQUIREMENTS

The Bidder shall supply the Township with the following documents to make a bid complete.

1. The Bidder shall acknowledge receipt of any addenda by noting the addenda on thesecond page of the bid and by return of any signed affidavit enclosed with eachaddenda.
2. The name of the Bidder and his official address and home and office numbers shall beput on the last sheet of the bid.
3. Legal status of the Bidder shall be included. If the Bidder is a corporation, theauthorization of corporate officers authorizing the person signing the bid to obligatethe corporation for a Contract shall be submitted.
4. All items in the bid must be completed as noted in writing.
5. Noncollusion affidavit of prime Bidder.

26. SALES AND USE TAXES

The Bidder shall include in their bid, all federal, state and local sales and use taxes that may be applicable to the project.

27. INSURANCE

The successful Bidder shall furnish to the Township, prior to starting work, the policies and/or certificates of insurance as listed in the INSURANCE section of these specifications.

SUPPLEMENTAL INFORMATION FOR BIDDERS

1. SCOPE OF WORK

The work under this Contract includes the furnishing of all labor, materials, and equipment necessary for performing the work described in the advertisement and specifications.

2. PRE-CONSTRUCTION MEETING

The successful bidder and all subcontractors who will be performing work on this contract shall be required to attend a pre-construction meeting with the Township. It will be the Bidder's responsibility to contact the Township's duly appointed representative to schedule these meetings.

3. EMERGENCY PHONE NUMBERS

The Bidder shall supply the Township with the phone numbers of key supervisory personnel where they can be reached in case of an emergency during working hours or non-working hours. The phone numbers shall be on file with the Township's duly appointed representative prior to starting the project. Phone numbers of key personnel shall be supplied at the pre-construction meeting.

4. SHOP DRAWINGS AND CERTIFICATES OF TESTING

Not applicable

5. CLEAN UP OF DEBRIS

The Bidder shall at all times keep the premises free from accumulations of waste material or rubbish.

When directed by the Township, the Bidder shall clear out and remove any rubbish which may constitute an obstruction to the use of the facility.

6. PROTECTION OF WORK, PROPERTY, AND PERSONS

The Bidder will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Bidder shall at all times maintain adequate protection of all his/her work from damage and shall protect all public and private adjoining property from injury or loss in connection with the execution of this project.

The Bidder will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees in the work and other persons who may be affected thereby.

The Bidder shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having governing authority and/or jurisdiction. The Bidder shall without delay, make good any damages, injuries, or losses to any property caused directly or indirectly, in whole or part by the Bidder, Subcontractors, or anyone directly or indirectly employed by the Bidder or Subcontractors. The Bidder shall defend and save the Township harmless from such damages, injuries, or losses occurring because of their work.

It shall be the responsibility of each Bidder doing business in the Charter Township of Waterford to comply with all Michigan Occupational Safety and Health Act (MIOSHA) standards.

7. NOTICE OF STARTING WORK

The Bidder shall notify the Township's duly appointed representative forty-eight (48) hours prior to starting each project implementation schedule. For temporary suspensions of work, the Bidder shall re-notify the Township's duly appointed representative twenty-four (24) hours in advance of resuming work.

8. LABOR PROVISIONS AND EMPLOYMENT PRACTICES

A. Labor Conduct

The Bidder shall employ none but competent and skilled workmen and foremen in the conduct of work on the Contract. The Township shall have the authority to order the Bidder to remove from the work any of the Bidder's employees who refuse to obey instructions relating to the carrying out of the provisions and intent of the provisions of the Contract, or who are incompetent, abusive, threatening or disorderly in their conduct and any such person shall not again be employed on this project.

B. Sunday, Holiday and Night Work

No work shall be done between the hours of 6:00 P.M. and 7:00 A.M. nor on Sundays or legal holiday, except such work as is necessary for the proper care and protection of work already performed or except in the case of an emergency and, in any case, only with the permission of the Township. Any extended working hours shall have written approval by the Township prior to working, excepting emergencies.

C. Non-discrimination

The Bidder and his Sub-Contractors shall not discriminate against any employee or applicant for employment to be employed in the performance of such Contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, sex, age, color, religion, national origin, or handicap. Breach of this covenant may be regarded as a material breach of the Contract.

9. BIDDER'S RESPONSIBILITY FOR WORK

The Bidder shall be responsible for any and all damages that the work may sustain prior to its acceptance and shall rebuild, repair, restore and make good, at his own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever prior to its acceptance.

10. LIABILITY OF TOWNSHIP'S REPRESENTATIVES & OFFICIALS

No official or employee of the Township, nor any authorized assistant or agent of any of them, shall be personally responsible for any liability arising under this Contract. The Township shall not be responsible for construction means, methods, techniques, sequences and procedures, time of performance or for safety precautions and programs in connection with the construction work. The Township shall not be responsible for the Bidder's failure to carry out the work in accordance with the construction Contract. The Township shall not be responsible for acts or omissions of the Bidder, any Sub-Contractors, or any of their agents or employees, or any other persons performing any of the work.

11. RESPONSIBILITY FOR DAMAGE

The Bidder shall assume the defense of, and indemnify and save harmless the Township and each and every officer, employee and agent thereof, and the Township from any and all loss, contingent liability or damage and from all suits, actions, damages or claims, of every name and description, to which the Township or any of its officers, employees or agents may incur or be subjected or put by reason of injury to persons or property in the execution of the work resulting from negligence or carelessness on the part of the Bidder, his employees, sub-contractors, or agents in the delivery of materials and supplies, or on account of any act of omission of the Bidder, his employees, sub-contractors, or agents, including, but not limited to, any failure to fulfill the terms of or comply with all laws and regulations which apply to this Contract. The Township shall have the right to estimate the amount of such damage and it shall be deducted from the money due the Bidder under the Contract. It shall be retained by the Township, until such suits or claims for damages have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Township.

12. SAFETY AND PROTECTION

The Bidder shall take all responsibility for the work and shall continuously maintain adequate protections of same and of all materials and equipment to be incorporated therein from damage and shall protect all public property and private abutting property, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities thereon, not designated for removal, relocation or replacement in the course of construction, from injury or loss arising in connection with the Contract.

The Bidder shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection, all at no additional cost to the Township. Likewise, the Bidder and all his Sub-Contractors and suppliers shall comply with the following published documents:

- A. The "Safety and Health Regulations for Construction" and subsequent amendments promulgated by the U.S. Department of Labor. These regulations are identified as Chapter XVII of Title 29, code of Federal Regulations (CFR), Part 1926.
- B. On Michigan projects, all of the Bidder's and sub-contractor's operations and construction equipment shall comply with the requirements of the Michigan Occupational Safety and Health Act, Act 154, P.A. of 1974, and Michigan Occupational Safety and Health Rules and Standards, insofar as they apply to the work to be performed under this Contract.

The Bidder shall notify Township of adjacent property and utilities when execution of the work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Bidder, his Sub-contractors, suppliers, or anyone directly or indirectly employed by any of them, shall be restored by the Bidder to a condition similar and equal to that existing before damage or injury was done.

The Bidder's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Township has issued a notice to the Bidder that the work is acceptable.

13. EMERGENCIES

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Bidder, without special instruction or authorization from the Township, is obligated to act to prevent threatened damage, injury or loss. The Bidder shall give the Township prompt written notice of any significant changes in the work or deviations from the Contract documents caused thereby.

14. ACCIDENT REPORTS

Within forty-eight (48) hours after any accident on the project involving personnel and/or equipment of the Bidder and/or his sub-contractors, the Bidder shall furnish to the Township a copy of the accident report filed with his insurer.

15. INSPECTION

The Township and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Bidder shall provide proper facilities for such access and for inspection.

If the Contract specifications or other Contract documents, the Township's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Bidder shall give the Township timely notice of its readiness for inspection.

Reexamination of any work may be ordered by the Township, and if so ordered, the work must be uncovered by the Bidder. If such work is found to be in accordance with the Contract documents, the Township will pay the cost of reexamination and replacement. If such work is not in accordance with the Contract documents, the Bidder shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the Township limited to the duties and power entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively under instructions of the engineer and Township, and to report any and all deviations from the Contract specifications and other Contract provisions which may come to their notice. Any inspector shall have the right and it will be their duty to order the work to which he is assigned stopped, if in his judgment such action is necessary to (a) allow proper inspection, (b) avoid irreparable damage to the work, and avoid subsequent condemnation of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of the Township and for them to determine that the work will in fact proceed in due fulfillment of all Contract requirements.

16. AUTHORITY OF TOWNSHIP

The Township shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and all questions which may arise as to the interpretation of the specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the Contract.

17. DEVIATIONS FROM THE SPECIFICATIONS

Deviations from the specifications for the work will not be permitted without the written order of the Township or authorized representative. Contract change orders must be signed prior to beginning construction for work that deviates from the original plan.

18. PROTECTION AND RESTORATION OF PROPERTY

The Bidder shall restore at his own expense, any public or private property damaged or injured during prosecution of the work or in consequence of any act or omission on his part, or on the part of his employees or agents to a condition equal or better than that existing before such injury or damage was done. If the Bidder neglects to restore or make good such damage or injury, the Township may upon 48 hours written notice, proceed to restore or make good such damage or injury and to order the cost thereof deducted from any Moneys that are due or may become due the Bidder.

In cases where existing equipment, piping, conduits, electrical and telephone lines etc. are encountered, the Bidder shall perform his operations in such a manner that service will be uninterrupted and the costs thereof shall be at the Bidder's expenses.

Land monuments shall not be moved or otherwise disturbed except as directed by the Township. Replacement shall be by registered land surveyor at the Bidder's expense.

All trees and shrubs are shall be protected from injury by the Bidder. When applying adjacent to trees or shrubs, the Bidder shall exercise due care and caution so as not to unnecessarily damage the trees and shrubs.

Trees or shrubs damaged beyond repair, or removed without authorization, shall be replaced in kind or paid for by the Bidder, as directed by the Township, prior to final acceptance of the project.

19. ACCEPTANCE OF WORK

The work will be accepted for payment by the Township when requested by the Bidder in accordance with the terms of the Contract documents.

20. TOWNSHIP'S RIGHT TO DO WORK

If the Bidder should neglect to perform the work properly or fail to perform any provision of this Contract, the Township, three (3) days after giving written notice to the Bidder and his surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Bidder.

21. RIGHT OF TOWNSHIP TO TERMINATE CONTRACT

If the Bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse repeatedly to supply properly skilled workmen or proper materials, or disregard laws, ordinances, or the instructions of the Township, or otherwise commit a substantial violation of any provision of the Contract, the Township may serve written notice that will contain the reasons for terminating the Contract, and unless within ten (10) days after the serving of such notice upon the Bidder, the violation shall cease and satisfactory arrangements for correction be made, the Contract shall cease and terminate. In the event of a termination of the Contract, the Township shall immediately serve notice thereof upon the Surety and the Bidder, and the Surety will have the right to take over and perform the Contract. If the surety, does not commence performance thereof within thirty (30) days from the date of mailing and does not prosecute the project to scheduled completion, the Surety shall be liable to the Township for any excess cost incurred by the Township in completing the work. In addition, the Township may take possession of and utilize all materials and equipment that may be on site of the work in order to complete the project.

22. TOWNSHIP'S RIGHT TO WITHHOLD CERTAIN AMOUNTS & MAKE APPLICATION THEREOF

The Township may withhold a sufficient amount of any payment otherwise due to the Bidder to cover:

- (a) Payment that may be past due and payable for just claims for labor materials furnished in and about the performance of the work on the project under this Contract.
- (b) For defective work not remedied.
- (c) For failure of the Bidder to make proper payments to his sub-contractors.

The Township shall disburse and shall have the right to act as agent for the Bidder in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Township will render to the Bidder a proper account of all funds disbursed on behalf of the Bidder.

23. ASSIGNMENTS

Neither the Bidder nor the Township shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. LEGAL SETTLEMENTS

Any disputes between the Township and the Bidder that cannot be mutually resolved will be settled in the appropriate legal court of jurisdiction.

25. HOLD HARMLESS AGREEMENT

The Bidder agrees to indemnify and save harmless the Township, their officers, partners, agents and employees from and against all loss or expense (including court costs and attorney's fees) by reason of liability imposed by law upon Township from 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 Bidder, his sub-contractors, their Township, their officers, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Township.

26. EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the Township and the price stated in such order.

27. ORDINANCE AND CODES

All work shall be executed and inspected in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in the specifications be required to comply with the local regulations, the Bidder shall notify the Township at the time of submitting his bid. After entering into Contract, the Bidder will be held to complete all work necessary to meeting the local requirements without extra expense to the Township.

Where the work required by the specifications is above the standard required, it shall be done as shown or specified.

28. MIOSHA REGULATIONS

The Bidder is to follow at all times all MIOSHA ordinances pertaining to work performed on this Contract. This also includes all MIOSHA confined entry ordinances and MSDS submittals and compliance.

29. FINAL GUARANTY

The Bidder shall guarantee all work for the periods outlined in the specifications. Where there is no guarantee period outlined in the specifications or implied by the manufacturer, the guarantee period shall be two (2) years after the date of final payment of all the work by the Township.

If within said guaranty period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Township, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Bidder shall, promptly upon receipt of notice from the Township, and without expense to the Township:

- a) Place in satisfactory condition all of such guaranteed work, and correct all defects therein.
- b) Make good all damage to the equipment which, in the opinion of the Township, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract.
- c) Make good any work or material, or the equipment and contents of structure or site disturbed in fulfilling such guarantee.
- d) The Township shall have the authority to perform work not corrected within ten (10) days after notification of the Bidder and the bond company shall be required to pay for the corrections performed by the Township.

30. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provisions in the Contract documents shall relieve the Bidder of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and upon written notice, they shall remove any defects due thereto and pay for any damage due to other work resulting therefrom, which shall appear within one (1) year after date of completion and written acceptance by the Township.

GENERAL SPECIFICATIONS FOR
BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT

PROJECT DESCRIPTION

The purpose of this project is to repair pavement that has been broken by Waterford Township during water main breaks and water taps, or miscellaneous paving repairs for other departments. This contract shall run through the 2017 and 2018 paving seasons.

The project shall consist of site and subgrade preparation, paving (either asphalt or concrete cement), cleanup and restoration of the sites.

IT IS THE INTENTION OF WATERFORD TOWNSHIP TO AWARD TWO CONTRACTS, ONE FOR CONCRETE WORK AND ONE FOR ASPHALT.

PROJECT SCHEDULE

General

The Township shall be notified, at least 24-hours in advance, of any proposed work to be done.

The Township representative shall be present during, and sign-off on, any work being done. No payment will be made for work not witnessed by Township representative.

Division A (2017 Paving Season)

Division A shall commence immediately upon the Notice to Proceed, and should be completed when the asphalt plants close for the winter, but no later than December 15, 2017.

On the 1st and the 3rd Monday of each month, a list of locations needing repair shall be transmitted to the Contractor. The list shall include address, repair type (asphalt, concrete, sawcut required, etc), photograph, and measurements of the repair. **All repairs on the list sent the 1st and 3rd Monday of each month shall be completed by 8:00 a.m. two weeks from the day that the permits were issued by Oakland County.**

Any site not completed on time shall be rolled into the subsequent list, and the contractor shall be paid 80% of the measured quantities. If not completed by the subsequent deadline, the site would again roll over and the amount paid reduced another 20% and so on.

Division B (2018 Paving Season)

Divisions B shall commence at a date agreed upon by the Contractor and Township, but no later than April 30th, and be completed when the asphalt plants close for the winter, but no later than December 15, 2018.

Just as in Division A, on the 1st and the 3rd Monday of each month, a list of locations needing repair shall be transmitted to the Contractor. The list shall include address, repair type (asphalt, concrete, sawcut required, etc), photograph, and measurements of the repair. **All repairs on the list sent the 1st and 3rd Monday of each month shall be completed by 8:00 a.m. two weeks from the day that the permits were issued by Oakland County.**

Any site not completed on time shall be rolled into the subsequent list, and the contractor shall be paid 80% of the measured quantities. If not completed by the subsequent deadline, the site would again roll over and the amount paid reduced by another 20% and so on.

PAYMENT SCHEDULE

A request for payment may be submitted upon completion of all work at each site as specified in these documents. **A digital photo of each repair must accompany any request for payment. Each individual digital photo will be labeled with the location of the repair and the date that the repair was completed as the file name.** Payment shall be made only for work completed in satisfactory condition, subject to township approval. Each invoice submittal shall include a completed payment form. The payment forms are located in the Forms section of these documents. Payment will not be processed if this form is not included and filled out properly.

Once payment has been approved by the DPW, it will be forwarded to the Clerk's office to be included with all other township bills to be approved by the Board at their next scheduled meeting.

The quantities provided in the Bid Forms are estimates only. The as-built quantities may differ significantly from the bid quantities. No additional compensation shall be due the Contractor for any increase or decrease in the as-built quantities.

WARRANTY/GUARANTEE PERIOD

The Contractor shall guarantee their work to withstand chipping, flaking, spalling, rutting, cracking, settling, or any other deficiencies for a period of one year from the date of acceptance. Any necessary corrections shall be made by the Contractor and the cost of any corrections shall be borne solely by the Contractor.

PERMITS

As stated above in **INFORMATION TO BIDDERS** on page IB-4 Item 13 "The Bidder shall secure and pay for all permits and licenses required for the Contract." Please note that the Oakland County Road Commission will allow the contractor to secure a blanket permit at the contractor's expense for this bid.

PROJECT INFORMATION FOR
BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT

DIVISION A AND B (2017 and 2018 Paving Season)

Waterford Township averages 88 pavement repairs per year. About half of those occur between May and November. Here is a breakdown:

In 2008 there were 136 pavement repair jobs. 17 were located on major roads. 115 were located on side streets. 104 were asphalt, 32 were concrete. The average concrete site used 4.5 CY of concrete. The average asphalt site used 4.8 tons of asphalt and had 45 feet of saw cutting required.

In 2009 there were 114 pavement repair jobs. 5 were located on major roads. 91 were located on side streets. 82 were asphalt, 32 were concrete. The average concrete site used 2 CY of concrete. The average asphalt site used 6.1 tons of asphalt and had 35 feet of saw cutting required.

In 2010 there were 76 pavement repair jobs. 12 were located on major roads. 63 were located on side streets. 57 were asphalt, 28 were concrete. The average concrete site used 2.2 CY of concrete. The average asphalt site used 4.7 tons of asphalt and had 46 feet of saw cutting required.

In 2011 there were 87 pavement repair jobs. 16 were located on major roads. 69 were located on side streets. 57 were asphalt, 30 were concrete. The average concrete site used 1.7 CY of concrete. The average asphalt site used 4.25 tons of asphalt and had 39 feet of saw cutting required.

In 2012 there were 77 pavement repair jobs. 9 were located on major roads. 69 were located on side streets. 56 were asphalt, 21 were concrete. The average concrete site used 1.8 CY of concrete. The average asphalt site used 4 tons of asphalt and had 37 feet of saw cutting required.

In 2013 there were 54 pavement repair jobs. 3 were located on major roads. 43 were located on side streets. 42 were asphalt, 13 were concrete. The average concrete site used 1 CY of concrete. The average asphalt site used 5.4 tons of asphalt and had 41 feet of saw cutting required.

In 2014 there were 67 pavement repair jobs. 8 were located on major roads. 52 were located on side streets. 50 were asphalt, 17 were concrete. The average concrete site used 4.1 CY of concrete. The average asphalt site used 6.5 tons of asphalt and had 44 feet of saw cutting required.

DETAILED SPECIFICATIONS FOR
BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT

DETAILED SPECIFICATIONS

General

All materials, equipment, and work procedures, unless otherwise specified herein, shall be done in compliance with the latest MDOT Standard Specifications for Construction.

Traffic Control

Most of the sites in this contract are located on side streets, in driveways or in sidewalks. Traffic control required for these sites shall be paid as "Traffic Control Minor". The remaining sites are located in, or adjacent to, major roads. Traffic control for these sites shall be paid as "Traffic Control Major". Several of the sites in this contract will require temporarily lane closures. Proper signage, barricading and flagging shall be used at all times to keep traffic flowing in both directions. The MMUTC manual will be used in order to adhere to proper traffic control and is available through the RCOC.

Saw Cutting

The cut shall be full-depth of existing pavement in the locations as outlined in these documents. Saw cutting shall be paid by the lineal foot, as measured. Traffic control for saw cutting shall be included in the unit cost for saw cutting.

Removals

Remove existing pavement, cold-patch, and temporary fill-material, etc..... to below the bottom of the existing pavement. If base material is unstable, remove base material to depth necessary to establish stable base, without undercutting surrounding pavement. Haul away and dispose of spoils off-site. Removals shall not be paid for separately, but included in the cost of the pavement material.

Base Placement

Place and compact base material. Top of compacted base shall match elevation of bottom of adjoining pavement. Base materials shall be 21AA Crushed Limestone Dense Graded Aggregate. Payment shall be by the square-foot-inch. If proper compaction methods are not observed, owner reserves the right to conduct density testing at the contractor's expense.

Tie Rod Placement/Joint Preparation

All concrete 6-inches-thick and greater shall receive ½" diameter dowel bars spaced at 1-foot-on-center. The faces of the existing pavement shall be drilled to a depth at least 1/3 the length of the dowels. The holes shall then be blown out using compressed air. Once the holes are clean the holes shall then receive a sufficient quantity of epoxy so that the air space in the hole around the dowel is completely filled for the full length of the dowel.

All concrete repairs shall receive an expansion joint where they intersect existing pavement. Tie Rods & Joint Preparation shall not be paid for individually, but shall be included in the cost of the concrete.

Paving Material Placement

Asphalt mix shall match existing thickness and shall be no less than 4" in thickness. A 4" (minimum CIP) of 2C and/or 3C with a 4C wearing course for Primary Roads and a 13A wearing course for Residential Streets placed in **two to three** lifts (1-1/2" CIP minimum per lift), tack coat in between lifts

and compacted to 98% maximum unit weight. Other mixes may be used at the discretion of the RCOC and M-DOT depending on the jurisdictional agency.

Concrete for approaches, roads and curbs shall come from RCOC certified plants. The RCOC can be contacted for a certified plant list. Otherwise remaining location types (sidewalks, driveways, parking lots, etc shall be HE grade, Non-Reinforced. All locations shall be placed at the depth called for at each site. Concrete Curb shall match width and cross-section of the adjoining curb. All concrete shall be cured regardless of temperature.

If the adjoining pavement is thicker than expected, then match existing thickness. Surface of new pavement shall be flush with surrounding pavement. **Asphalt placed thicker than expected to match existing shall be placed in multiple lifts, 3" maximum thickness per lift.** Compact and/or finish paving material.

Payment for both the asphalt and the concrete shall be by the square foot. Concrete Curb shall be paid by the lineal foot. **Payment for additional paving required to match existing thickness of surrounding pavement shall be paid for as additional square footage. Example: (the contract called for 10 SF of 4" asphalt, but 10 SF of 6" asphalt was used. $10 + [10 \times ((6-4)/4)] = 10 + 5 = 15$ SF of 4" asphalt will be paid for).**

Site Clean-Up

Remove and haul away any forms, garbage, excess paving material, or anything else that exists at the site which was not there prior to construction. Clean-up shall not be paid for separately.

BID SECTION

Bid Requirements

The Bidder shall supply the Charter Township of Waterford with the following documents to make a bid complete:

1. The name of the Bidder and their official address and home and office numbers shall be put on the last sheet of the bid.
2. Legal status of the Bidder shall be included. If the Bidder is a corporation, the authorization of corporate officers authorizing the person signing the bid to obligate the corporation for a Contract shall be submitted.
3. All items in the bid must be completed as noted in writing.
4. Acknowledgment of any addenda.
5. Noncollusion affidavit of prime Bidder.

CHARTER TOWNSHIP OF WATERFORD

BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT

BID

TO: CHARTER TOWNSHIP OF WATERFORD
5200 CIVIC CENTER DRIVE
WATERFORD, MI 48329

DATE: _____

This is the Bid of _____, hereinafter called
(enter company name here)
the Bidder to the Charter Township of Waterford hereinafter called the Township.

The Bidder proposes to do all the work in the following bid for the prices stated in the **BASE BID**. The Bidder certifies and declares that these bids are presented guaranteeing the Township the following items:

1. The Bidder has examined the specifications and any related documents.
2. The Bidder has examined the areas of the proposed work to become familiar with all the conditions surrounding the execution of the proposed Contract.
3. The Bidder proposes to furnish all equipment, labor, and material necessary to perform a complete and satisfactory Contract in the Base Bid.
4. The project will be executed in accordance with the specifications set forth below and at the prices stated.
5. The bid price is to cover all expenses incurred in performing the work under the Contract documents of which this bid is a part.
6. This bid is made in good faith and without fraud or collusion.
7. This bid is based on conditions as determined by the Bidder, and that the bid is based solely upon the Bidder's own independent business judgment. Additional compensation or deduction by reason of conditions being different than those anticipated will not be allowed.
8. The bid price shall include all applicable Federal, State, and Local taxes, of whatever character and description.
9. The Bidder shall adhere to the bid conditions stated at the end of this bid.

10. See starting and completion instructions in the **TOTAL BASE BID** section of these Specifications.

11. The Bidder acknowledges receipt of any Addenda numbered _____ .

SIGNED THIS _____ DAY OF _____ , 20

(Bidder's Name)

(Official Address)

(Authorized Signature of Bidder)

(Telephone Number)

(Print Name of Signer Above)

BASE BID

The Bidder agrees to perform all the work described in the Contract Documents and Specifications for the following prices:

**THIS BOX SHALL BE COMPLETED BY THOSE BIDDERS WISHING
TO BID ON CONCRETE WORK ONLY**

IF NOT BIDDING ON CONCRETE PORTION, STRIKE A LINE ACROSS THIS PAGE.

Division A – 2017 Repairs (CONCRETE REPAIRS)					
Item	Description	Unit	Qty	Unit Price	Total
1	Traffic Control Major	EA	5	\$	\$
2	Traffic Control Minor	EA	20	\$	\$
3	Sawcutting	LF	420	\$	\$
4	Base Material, 21AA	SFI	1650	\$	\$
5	4" Concrete, NR	SF	2400	\$	\$
6	6" Concrete, NR	SF	680	\$	\$
7	8" Concrete, NR	SF	400	\$	\$
8	8" Concrete, Reinforced	SF	400	\$	\$
9	Concrete Curb	LF	45	\$	\$
10	4" Bituminous Pavement – 2C, 3C, 4C	SF	300	\$	\$
11	Butt Joint	LF	20	\$	\$
Division A (Concrete)Total					\$

Enter Total here and Page BID-7

Base Bid CONCRETE Cont.

Division B – 2018 Repairs (CONCRETE REPAIRS)					
Item	Description	Unit	Qty	Unit Price	Total
1	Traffic Control Major	EA	5	\$	\$
2	Traffic Control Minor	EA	20	\$	\$
3	Sawcutting	LF	420	\$	\$
4	Base Material, 21AA	SFI	1650	\$	\$
5	4" Concrete, NR	SF	2400	\$	\$
6	6" Concrete, NR	SF	680	\$	\$
7	8" Concrete, NR	SF	400	\$	\$
8	8" Concrete, Reinforced	SF	400	\$	\$
9	Concrete Curb	LF	45	\$	\$
10	4" Bituminous Pavement – 2C, 3C, 4C	SF	300	\$	\$
11	Butt Joint	LF	20	\$	\$
Division B (Concrete)Total					\$

Enter Total here and Page BID-7

**THIS BOX SHALL BE COMPLETED BY THOSE BIDDERS WISHING
TO BID ON ASPHALT WORK ONLY**

IF NOT BIDDING ON ASPHALT PORTION, STRIKE A LINE ACROSS THIS PAGE.

Division A –2017Repairs (ASPHALT REPAIRS)					
Item	Description	Unit	Qty	Unit Price	Total
1	Traffic Control Major	EA	10	\$	\$
2	Traffic Control Minor	EA	65	\$	\$
3	Sawcutting	LF	2400	\$	\$
4	Base Material, 21AA	SFI	1500	\$	\$
5	4" Concrete, NR	SF	10	\$	\$
6	6" Concrete, NR	SF	10	\$	\$
7	8" Concrete, NR	SF	10	\$	\$
8	8" Concrete, Reinforced	SF	10	\$	\$
9	Concrete Curb	LF	25	\$	\$
10	4" Bituminous Pavement – 2C, 3C, 4C	SF	12000	\$	\$
11	Butt Joint	LF	20	\$	\$
Division A (Asphalt)Total					\$

Enter Total here and Page BID-7

Base Bid ASPHALT Cont.

Division B – 2018 Repairs (ASPHALT REPAIRS)					
Item	Description	Unit	Qty	Unit Price	Total
1	Traffic Control Major	EA	10	\$	\$
2	Traffic Control Minor	EA	65	\$	\$
3	Sawcutting	LF	2400	\$	\$
4	Base Material, 21AA	SFI	1500	\$	\$
5	4" Concrete, NR	SF	10	\$	\$
6	6" Concrete, NR	SF	10	\$	\$
7	8" Concrete, NR	SF	10	\$	\$
8	8" Concrete, Reinforced	SF	10	\$	\$
9	Concrete Curb	LF	25	\$	\$
10	4" Bituminous Pavement – 2C, 3C, 4C	SF	12000	\$	\$
11	Butt Joint	LF	20	\$	\$
Division B (Asphalt)Total					\$

Enter Total here and Page BID-7

Division A (Concrete) Total	\$
Division B (Concrete) Total	\$
Division A & B (Concrete) Total	\$

Enter Total here and on page BID-8

Division A (Asphalt) Total	\$
Division B (Asphalt) Total	\$
Division A & B (Asphalt) Total	\$

Enter Total here and on page BID-8

TOTAL BASE BID

The Total Base Bid shall be a summation of the components above and shall be filled out completely as required. The Total Base Bid will reflect the cost to complete the entire project as specified in these documents.

The Bidder agrees to perform all the work described in the Contract Documents and Specifications for the Total Base Bid price of:

DIVISIONS A & B (CONCRETE WORK) CROSS THIS BOX OUT IF NOT BIDDING ON CONCRETE

_____ dollars and _____ cents.	
(In Writing)	(In Writing)
_____ dollars and _____ cents.	
(In Figures)	(In Figures)

DIVISIONS A & B (ASPHALT WORK) CROSS THIS BOX OUT IF NOT BIDDING ON ASPHALT

_____ dollars and _____ cents.	
(In Writing)	(In Writing)
_____ dollars and _____ cents.	
(In Figures)	(In Figures)

Prices shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The Bidder understands that the Township reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that their bid shall be good and may not be withdrawn for a period of time as stipulated in the **Information to Bidders**.

Upon receipt of written notice of acceptance of this bid, the Bidder shall execute the formal Contract within 15 days and deliver the surety Bonds or bonds required.

Date and signed at _____ on this ____ day of _____, 20__.

OFFICIAL ADDRESS:

Bidder's NAME:

(Contracting Firm)

By:
(Authorized Signature of Bidder)

(Print Name of Signer Above)

Telephone No. _____ (Office)
_____ (Home)

(Title)

Federal License No. _____

SEAL: If by Corporation

LEGAL STATUS OF BIDDER

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

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

A partnership, all members listed with addresses are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

An individual, whose signature is affixed to this bid.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of: _____

City of: _____

_____, being first duly sworn, deposes and says that:

1. He is the _____ of _____, the Bidder that has submitted the attached bid;
2. They are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, Townships, agents, representatives, employees, or parties in interest, has not collaborated either directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached or that of any other Bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Waterford Township or any other person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, and Townships, employees, or parties interest.

Signed By: _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary)

My Commission Expires: _____

AGREEMENT SECTION

GENERAL

The Bidder submitting the lowest acceptable bid shall be required to execute a Contract as shown in the project specifications. The labor and material, performance and guaranteed bond as well as the required insurance documents shall be supplied as a part of the Contract documents. The following items apply to all Contracts entered into with the Charter Township of Waterford.

1. EXECUTION OF CONTRACT

The Township will make acceptance of the bid of the successful Bidder, and the rejection of the other bids, as soon as practicable. The Township will transmit to the successful Bidder, at the address given on his bid, conformed Contract documents, which shall be fully executed and returned to the Township within fifteen (15) days from the date of such transmission. The Township shall have the right to hold all bids for a period of one hundred twenty (120) calendar days after the opening thereof; unless otherwise stated in the supplemental specifications during which time all bids shall be rejected or the lowest responsible Bidder shall be awarded the Contract.

2. EFFECTIVE DATE OF AWARD

If the Township awards a Contract, such award shall be effective on the date shown on the Contract document. The Contract implementation shall begin within 10 days of the Notice to Proceed and continue until the provisions of the Contract have been met.

3. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

4. FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and file satisfactory bonds and insurances, as provided herein, may be considered cause for the annulment of the award and the forfeiture of the Bid Security to the Township.

5. INSURANCE REQUIREMENTS

The successful Bidder will be required to furnish the types and amounts of insurance coverage to comply with the provisions of the insurance section of this document.

CONTRACT

**CHARTER TOWNSHIP OF WATERFORD
WATERFORD, MICHIGAN**

This Agreement made this _____ day of _____ 20__, by and between
CHARTER TOWNSHIP OF WATERFORD herein called the "Township",
and _____ doing
(a corporation) (partnership) (an individual)
business as _____ of _____, County of
_____ and State of _____ hereinafter called the "Bidder".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned, to be made by the Township, the Bidder hereby agrees with the Township to commence the work described within these specifications as follows:

**CHARTER TOWNSHIP OF WATERFORD
BID NO. DPW -17-01-2017-2018 PAVEMENT REPAIR PROJECT**

All as shown on the Contract documents hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in these Contracts documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, and other accessories and services necessary to perform the said work in accordance with the conditions and prices stated in the specifications therefore as prepared by the Township. All elements of the specifications are hereby made a part of and collectively evidence and constitute the Contract.

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the written **Notice to Proceed** of the Township.

The Township agrees to pay the Bidder in current funds for the performance of the Contract subject to approved additions or deductions and to make payments on account thereof as provided in the Contract documents.

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

Bidder:

Township:

By: _____
Name of Bidder

Charter Township of Waterford

Signature

Signature

Name and Title of Signatory

Name and Title of Signatory

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Signed on _____, 20__
Date

Signed on _____, 20__
Effective Date of Contract

Street

Street

City, State and Zip

City, State and Zip

Telephone Number

Telephone Number

NOTICE OF AWARD

TO : _____

PROJECT: BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT

The Township has considered the Bid submitted by you for the above-described WORK in response to its **Advertisement**.

You are hereby notified that your Bid has been accepted in the amount of \$ _____.

You are required by the **Information for Bidders** to execute the Agreement and furnish the required Bonds and certificates of insurance within 15 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and certificates of insurances within 15 days from the date of this Notice, said Township will be entitled to consider all your rights arising out of the Township's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Township will be entitled to such other rights as granted by law.

You are required to return an acknowledge copy of this NOTICE OF AWARD to the Township. Dated this _____ day of _____, 20__.

CHARTER TOWNSHIP OF WATERFORD

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

this the _____ day of _____, 20__ By: _____

Title: _____

NOTICE TO PROCEED

To: _____

Date: _____

PROJECT: BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT

You are hereby notified to commence WORK in accordance with the Contract Dated _____, 20__, on or before _____, 20__ with expiration of the Contract to be _____, 20__.

Charter Township of Waterford

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the _____ day of _____, 20__.

By: _____

Title : _____

CONTRACTOR'S DELARATION OF EXTRAS

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 encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from:

The Township, or their agents, in addition to the regular items set forth in the Contract and dated _____ A.D. 20__, for:

BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT

executed between myself and the Township, and in the change orders for work issued by the Township 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.

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

Date: _____

By: _____

(title)

Final payment shall be made to the Bidder after satisfactory completion of and acceptance by the Township of all work required under this Contract. Before final payment will be made, the Bidder shall submit the following items to the Township:

- (a) A final payment request.
- (b) A sworn statement certifying payment of all bills for labor and material.
- (c) A sworn statement waiving any further claim (other than the final payment) by the Bidder against the Township.

All payments shall take due account of the additions to or deductions from the Contract price as herein provided.

CONTRACT SUPPLEMENT FORM

<hr/> Project Name	<hr/> Contract Supplement No.
<hr/> Location	<hr/> Project No.
<hr/> Bidder	<hr/> Date

I. Description of Changes Involved:

Net Change (Increase) (Decrease)

II. Adjustments in Amount of Contract

1.	Amount of Original Contract	\$	<hr/>
2.	Net (Addition) (Reduction) due to All previous Contract Supplements Nos. 1 to ____	\$	<hr/>
3.	Amount of Contract not including This supplement	\$	<hr/>
4.	(Addition) (Deduction) to Contract Supplement	\$	<hr/>
5.	Amount of Contract including this Contract Supplement	\$	<hr/>

CONTRACT SUPPLEMENT FORM (continued)

III. Contract Supplement Conditions

1. The Bidder completion date established in the original Contract or as modified by previous Contract Supplements is hereby (extended) (reduced) __ calendar days, making the final completion date _____ .
2. Any additional work to be performed under Contract Supplement shall be carried out in compliance with the specifications included in the preceding Description of Changes Involved, with the supplemental Contract drawings designated as _____, and under the provisions of the original Contract, including compliance with applicable Equipment Specifications, General Specifications and Project Specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the Bidder from strict compliance with the guarantee provisions of the original Contract, particularly those pertaining to performance and operation of equipment.
4. The Bidder expressly agrees that they will place under coverage of their Performance and Payment Bonds and Bidder's Insurance all work covered by this Contract Supplement. The Bidder shall furnish to the Township evidence of increased coverage of all Contract Supplements which exceed the original Contract price by twenty percent (20%).

Bidder's Authorized Signature _____

Township's Authorized Signature _____

INVOICE

DATE: _____

PROJECT: BID NO. DPW-17-01-2017-2018 PAVEMENT REPAIR PROJECT
Request for Payment

On _____, all work, including final clean-up, was completed and approved by
date

the Owner (or their designated Representative) at .
Submit list of completed site

At this time we are requesting payment for this work.

Item	Description	Unit	Qty	Unit Price	Total
1	Traffic Control Major	EA		\$	\$
2	Traffic Control Minor	EA		\$	\$
3	Sawcutting	LF		\$	\$
4	Base Material, 21AA	SFI		\$	\$
5	4" Concrete, NR	SF		\$	\$
6	6" Concrete, NR	SF		\$	\$
7	8" Concrete, NR	SF		\$	\$
8	8" Concrete Reinforced	SF		\$	\$
9	Concrete Curb	LF		\$	\$
10	4" Bituminous Pavement – 2C, 3C, 4C	SF		\$	\$
11	Butt Joint	LF		\$	\$
Total					\$

 Authorized Signature

 Company Name

INSURANCE SECTION

The Bidder shall not begin work, nor shall he/she allow any Subcontractor to commence work under this Contract until all of the insurance requirements stated in this section have been complied with.

Required Insurance

The Bidder shall procure and maintain during the life of this Contract, the following insurance coverage's:

1. WORKMAN'S COMPENSATION INSURANCE

The Bidder shall furnish to the Township satisfactory proof that he/she 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/she may employ in carrying out the work contemplated under this Contract. In case any work under this Contract is sublet, the Prime Bidder shall require each Subcontractor to provide Workman's Compensation Insurance for all of the Subcontractor's employees to be engaged in such work.

The Township will accept a certificate that the Bidder is covered with Workman's Compensation Insurance. The certificate shall include but be not limited to, the policy number, the effective date and the expiration date. The minimum Employer's Liability Insurance shall be \$100,000.

2. BIDDER'S PROPERTY DAMAGE & BODILY INJURY INSURANCE

The Bidder shall take out and pay for and maintain until completion of the work required by this Contract, Property Damage and Bodily Injury 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 Bidder against liability arising from: his operations, operations of Subcontractors, completed operations and contractual liability assumed under the indemnity provisions hereinafter insured. X.C.U. coverage must be included in the coverage.

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

COVERAGE	LIMITS OF LIABILITY
Comprehensive Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate
Comprehensive Property Damage	\$ 500,000 each person \$1,000,000 each occurrence aggregate unlimited

Bidders desiring to use "excessive 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 Township. A certificate of excess insurance will not be accepted.

The Public Liability and Property Damage Insurance shall not be deemed to require the Bidder to have his Subcontractors named as co-insured in his/her policy of Public Liability and Property Damage, but the policy shall protect him/her from contingent liability which may arise from operations of his/her Subcontractor's.

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

3. CONTRACTOR'S MOTOR VEHICLE LIABILITY INSURANCE

The Bidder 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/her motor vehicles. The limits of liability shall be as follows:

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

In addition to the above insurance on the Bidder's motor vehicles, he/she 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 Bidder and all Subcontractor's whether with owned or non-owned vehicles.

The insurance company shall provide five (5) copies of this policy, or certificates, for insertion into the Contract documents.

4. TOWNSHIP'S PROTECTIVE LIABILITY & PROPERTY DAMAGE INS.

The Bidder shall furnish and maintain until competition of this Contract, A SEPARATE POLICY of Contingency Insurance naming the Township, Charter Township of Waterford, its officers, agents and employees as insured. The separate policy shall provide coverage to said insured with respect to all CONTINGENT LIABILITY for the damages due to bodily injury, including death resulting therefrom and property damage caused by an accident arising from the activities performed by the Prime Bidder or any Subcontractor. This insurance shall protect the insured against Contingent Liability which may be imposed upon him/her by law because of his/her supervisory acts or omission thereof in connection with the work performed by the Prime Contractor and his/her Subcontractors.

This Contingent Liability Insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

COVERAGE'S	LIMITS OF CONTINGENT LIABILITY
Bodily Injury Liability	\$1,000,000 each person \$1,500,000 each occurrence
Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate

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

Certificates of Insurance

Certificates of insurance will be accepted for all coverage's except Townships 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 particular Contract is covered by that particular certificate.

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 Township. The Bidder shall cease operations on the occurrence of any such event, and shall not resume operations until new insurance is in force.

Hold Harmless Agreement

The Bidder agrees to indemnify and save harmless the Township and its officers, partners, agents and employees from and against all loss or expense (including court costs and attorney fees) by reason of liability imposed by law upon the Township 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 Bidder, his/her Subcontractors, the Township, its officers, partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Township.