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**CITY OF BATTLE CREEK, MICHIGAN
 NOTICE OF INVITATION FOR BIDS
 2019 SIDEWALK IMPROVEMENTS
 IFB #2019-061B**

IFB DUE DATE and TIME: June 6, at 2:00 pm local time (office hours 8-12 and 1-5) **NOTE! City Hall has Security on the 1st floor. Please allow extra time to get through Security when dropping off your bid.**

BID SUBMITTAL: Bids must be submitted in a sealed envelope with the IFB number, the due date/time and the bidder's name and address clearly indicated on the envelope. Bids must be in the actual possession of the Purchasing Department Room 214, City Hall, 10 N. Division Street, Battle Creek, Michigan 49014 on or prior to the exact time and date indicated above. The prevailing clock shall be www.time.gov. Late bids will not be considered. All bids will be publicly opened and read aloud at the aforementioned address. All interested parties are invited to attend.

PROJECT DESCRIPTION: The City of Battle Creek will accept sealed bids for the 2019 Sidewalk Improvement project. This project consists of Sidewalk removal and replacement at various location throughout the City of Battle Creek.

<p>PRE-BID CONFERENCE: NONE</p>	<p>FUNDING: This project has NO federal or state funding. All project funding is provided by the City of Battle Creek. None of the CDBG requirements are applicable for this contract.</p>
<p>TECHNICAL QUESTIONS OR SITE VISITATION: Carl Fedders DPW Engineering 269-966-3490</p>	<p>PREVAILING WAGES: Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code.</p>
<p>COPIES OF IFB and PLANHOLDERS LIST: Available for download at: https://www.battlecreekmi.gov/230/Bid-Proposal-Solicitations</p>	<p>FEE: NONE</p>
	<p>IFB ISSUE DATE: MAY 22, 2019</p>
<p>DOCUMENT EXAMINATION: Dodge Corporation in Kalamazoo, Michigan Builders Exchange in Grand Rapids, Kalamazoo & Lansing, Michigan</p>	<p>ADDENDA: Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.</p>
<p>BID BOND: Each bid must be accompanied by a certified check, cashier's check, or standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. After contracts for the work have been signed, all bid securities will be returned.</p>	<p>PERFORMANCE/LABOR/MATERIALS BONDS: The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.</p>
<p>BID VALID: Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety (90) days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.</p>	

SECTION I - SPECIAL INFORMATION FOR BIDDERS

1. General Contract Specification

The following sections of the General Contract Specifications BC-19-08, will be applicable for this contract General Instructions to Bidders and General Conditions of City Contracts.

2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

Addenda to bidding documents

The Contract Drawings

The Contract Special Provisions

The Contract Special Instructions

The Contract Special Conditions

The City of Battle Creek General Contract 19-08

3. Special Conditions

The purpose of Special Conditions, Special Instructions, and Project Specifications are to change, delete, clarify or add to General Conditions, General Instructions or General Specifications found in GENERAL CONTRACT SPECIFICATIONS BC 19-08, issued 1998. Only those items addressed in Special Conditions, Special Instructions, or Project Provisions are affected. All other conditions in General Conditions, General Instructions and General Specifications still apply. Special Conditions, Special Instructions, Project Specifications, supersedes General Conditions, General Instructions and General Specifications, and in all cases shall take precedence.

4. Registration Requirements for Contractors

All bidders, including General Contractors and Specialty Contractors, shall hold or obtain such Contractors or Business Licenses as required State and Local statutes.

5. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

6. Unit Price

When the Bid for the work is to be submitted on a unit price basis, unit price Bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimated of quantities of work to be done is tabulated in the Bid and although stated with as much accuracy as possible, are approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. Unit prices will prevail in event of discrepancy and in bid tabulations.

7. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Special Conditions, the Contractor will pay to the City for the liquidated damages and not as penalty **four hundred dollars (\$400.00)** for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any Contractor will pay the City for the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for non performance of this Contract at the time stipulated herein and provided for. The attention of bidders is directed to the provisions and the General Conditions of contract requiring the Contractor to pay for all excess cost of field engineering and inspection as therein defined.

8. Listing of Subcontractors

Failure to list subcontractors and major suppliers, where feasible, may be cause for rejection of the Bidder's Bid as non-responsive.

9. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

10. Contractor's Insurance

a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation:	\$ 100,000 or statutory limit
Commercial General Liability: Bodily Injury	\$1,000,000 each occurrence
(including XCU if appropriate) Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit \$2,000,000
Automobile Liability: Bodily Injury	\$ 300,000 each person
	Liability \$ 500,000 each occurrence
	Property Damage \$ 500,000
	or Combined Single Limit \$ 500,000

The City of Battle Creek shall be listed as an **additional insured** on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 214, Battle Creek, MI 49014.

11. Vendor Evaluation: Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.

12. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. These costs shall be included in the bid price.

13. Michigan Constitutional Requirement:

a). Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, the City and its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract.

b). This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract.

c). In the event of conflict between any term of this Contract and this section, the language of this section shall control.

d) "Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding: (i) in the United States District Court for the Western District of Michigan; or (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction."

SECTION II – OFFER TO CONTRACT

DATE: _____

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefore the sums set forth BELOW;

A bid must be made on each item with no qualifying statement(s). Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with the Contract Documents.

Acknowledgement of addenda: _____; _____; _____; _____; _____; _____

BID CONDITIONS

It is expressly understood and agreed that the total base bid as reflected on the attached Bidding Schedule is the basis for establishing the amount of the bid security on this bid and that this total base bid is not to be construed a Lump Sum Bid. It is further understood that quantities in the Bidding Schedule for unit price items are approximate only, and that payment of a contract will be made only on the actual quantities or work completed in place, measured on the basis defined in the General Provisions, Contract Specifications or other Contract Documents.

The undersigned has carefully checked the attached Bidding Schedule against the Contract Drawings and Specifications and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications and other Contract Documents.

BID SECURITY

Accompanying this bid is a _____ in the amount of five percent (5%) or _____ Dollars (\$_____). The total amount of bid security is based on the total base bid of this Bid.

COMPLETION

If awarded a contract under this Bid, the undersigned agrees to start work at the site **July 1, 2019**. The undersigned further agrees to complete the project by **August 31, 2019**.

LIQUIDATED DAMAGES

Liquidated damages of **\$400.00** per calendar day will be assessed for failure to meet any deadline, as noted in the Project Specifications.

BIDDER'S SIGNATURE: Complete the applicable paragraph below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

(a) Corporation

The bidder is a corporation organized and existing under the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President: _____
Secretary: _____
Treasurer: _____
Manager: _____

(b) Co-Partnership

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

(c) Individual

The bidder is an individual whose full name is _____ and, if operating under a trade name, said trade name is _____.

NAME: _____
ADDRESS: _____
CITY & STATE: _____

THIS BID OFFERED BY:

SIGNATURE: _____
NAME: _____
TITLE: _____
PHONE: _____
FAX: _____
EMAIL: _____

(SEAL)

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

Notary Public

County of _____

Commission Expires: _____

PRICE PAGE

2019-061B 2019 SIDEWALK IMPROVEMENTS

ITEMS NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Extended Price
1500001	Mobilization, Max 5%	1	LSUM		
2020002	Tree, Rem, 19 inch to 36 inch	5	Ea.		
2020003	Tree, Rem, 37 inch or Larger	2	Ea,		
2020004	Tree, Rem, 6 inch to 18 inch	2	Ea,		
2040020	Curb and Gutter, Rem	100	Ft		
2040050	Pavt, Rem	100	Syd		
2047011	_Sidewalk, Rem, Modified	1322	Syd		
2090001	Project Cleanup	1	LSUM		
5010025	Hand Patching	15	Ton		
8010005	Driveway, Nonreinf Conc, 6 inch	87	Syd		
8020038	Curb and Gutter, Conc, Det F4	100	Ft		
8030010	Detectable Warning Surface	20	Ft		
8030036	Sidewalk Ramp, Conc, 6 inch	70	Sft		
8030044	Sidewalk, Conc, 4 inch	8824	Sft		
8030046	Sidewalk, Conc, 6 inch	2003	Sft		
8127051	_Traffic Maintenance and Control, Special	1	LSUM		
8167011	_Turf Establishment, Special, Hydroseed	1030	Syd		

TOTAL BID: _____

SECTION III - CONTRACTOR'S BID FORMS

THESE FORMS MUST BE RETURNED WITH THE BID

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CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, (hereinafter called the "Principal"), and _____ (hereinafter called the "Principal"), and _____ hereinafter called the "Surety"), a corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ____ day of _____, 20____.

Principal

By: _____
(Seal)

Surety

By: _____
(Seal)

Countersigned: _____

CERTIFICATE TO BE EXECUTED

IF

CONTRACTOR IS A CORPORATION

I, _____, certify that I am the _____ of the Corporation named as Contractor hereinabove; that _____ who signed the foregoing Agreement on behalf of the Contractor was then the _____ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

SUBCONTRACTOR AND DBE FORM – submit with bid

I. YOUR FIRM’S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? YES NO

Is your firm a WBE (at least 51% woman ownership)? YES NO

Are you subcontracting any part of this project? YES NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

III. DBE RECRUITMENT ACTIVITY LOG: List the MBE’s and WBE’s that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below the work of similar magnitude or character that he has done, and shall give references that will enable the City of Battle Creek to judge his experience, skill and business standing and of his ability to conduct the work as completely and as rapidly as required under the terms of this contract.

PROJECT AND LOCATION

REFERENCES (include name and phone number)

(1)	_____

(2)	_____

(3)	_____

(4)	_____

(5)	_____

(6)	_____

(7)	_____

(8)	_____

(9)	_____

SECTION IV - CONTRACTOR'S CONTRACT FORMS

THESE FORMS WILL BE REQUIRED FOR AWARD

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND

CONTRACT FORM
CONTRACT NO. 2019-061B
2019 SIDEWALK IMPROVEMENTS

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between _____ hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

WITNESSETH: In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

I. The Contractor promises and agrees:

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time his Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

II. The Owner promises and agrees:

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of: _____ dollars (\$ _____). Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at his expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

- (i) in the United States District Court for the Western District of Michigan; or
- (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

SIGNED, SEALED, AND
EXECUTED BY CONTRACTOR:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):

In the Presence of:

Notary Public

By: _____

Title: _____

CONTRACT FORM APPROVED BY:

City Attorney

SIGNED, SEALED, & EXECUTED
BY CITY OF BATTLE CREEK

City Manager

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Battle Creek in the full and just sum of _____ Dollars (\$ _____) lawful money of the United States of America for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract dated the _____ day of _____, 20____ for the _____ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise 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 Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL ATTEST:

Principal Business Name

Principal Secretary Signature & Seal

Address

Principal Secretary Printed Name

City, State, Zip

Witness of Principal

SURETY ATTEST:

Surety Business Name

BY: _____
Attorney-in-Fact Signature & Seal

Address

Attorney-in-Fact Printed Name

City, State, Zip

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, to be paid to the said obligees or its or their assigns, to which payment 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 respective seals and dated this ____ day of _____, 20____.

WHEREAS, the above bounded _____, Principal, has entered into a contract with the City of Battle Creek.

Dated the _____ day of _____, 20____, for the _____.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

(Seal)

Principal

BY: _____

Surety

ATTEST

BY: _____
Attorney-in-Fact

(SEAL)

SECTION V - SPECIAL CONDITIONS

1. Supplementary Definitions: The following additional definitions supplement the definitions included in the General Contract Specifications BC 19-08, Paragraph I-1 of the General Conditions of Contract:

(a) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, MI, acting through the City Commission or any other board official, or officials to which or whom the power belonging to the Commission shall, by virtue of any act or acts thereafter passed are held to appertain.

(b) "Engineer" shall mean the City Engineer, or other persons designated by the City acting directly or through authorized agents.

(c) "Contract Drawings" The drawings applicable to the work to be performed under this contract and that are referred to in this documents as the plans or as the contract drawings.

SECTION VII – PREVAILING WAGES

General Decision Number: MI190012 01/04/2019
 MI12

Superseded General Decision Number: MI20180012

State: Michigan

Construction Type: Residential

County: Calhoun County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS
 (consisting of single family
 homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional

information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/04/2019

ELEC0445-004 05/29/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 18.00	7.44

* ENGI0325-005 06/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.68	23.30
GROUP 2.....	\$ 35.38	23.30
GROUP 3.....	\$ 32.73	23.30

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
 Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATORS
 CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Crane; Grader/Blade; Loader; Scraper; stiff leg derrick

 IRON0340-010 06/19/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$	24.43	
24.67		

 LABO0355-002 06/01/2018

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....\$	23.78	12.85

 PAIN0312-011 06/12/2014

	Rates	Fringes
PAINTER: Brush and Roller.....\$	21.75	11.94

 PLUM0333-014 06/18/2018

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....\$	25.82	18.47

 ROOF0070-016 06/01/2018

	Rates	Fringes
ROOFER.....\$	27.80	14.64

 SHEE0007-023 05/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....\$	24.93	9.65

 SUMI2010-010 09/16/2010

	Rates	Fringes
CARPENTER.....\$	18.81	6.38

CEMENT MASON/CONCRETE FINISHER...\$	19.27	
5.85		

LABORER: Common or General.....\$	16.87	5.46
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LABORER: Landscape.....\$	9.64	2.81
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LABORER: Pipelayer.....\$	17.95	5.46
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OPERATOR: Backhoe/Excavator.....\$	19.94	
5.46		

OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	17.66	7.65
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PLUMBER, Excludes HVAC Pipe Installation.....\$	26.17	7.55
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TRUCK DRIVER: Dump Truck.....\$	17.00	5.71
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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS
PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT A – TABLE OF CONTENTS

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**NOTICE TO BIDDER
ELECTRONIC DOCUMENTS**

cef/City of Battle Creek

March 2018

DESCRIPTION

This project will utilize electronic distribution of plans and specifications. In order to distribute information about the project and any addendums, the bidder is required to contact the City of Battle Creek's Office of the Purchasing Agent to be added to the official bidder list at 269.966.3390.

**NOTICE TO BIDDER
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

krt/City of Battle Creek

August, 2006

DESCRIPTION

Before every construction operation that will substantially affect area residents and businesses adjacent to the project site, (such as driveway closures, mailbox relocation, etc.) the contractor will notify those residents and businesses affected.

Notification will be by door hanger notices. The City will provide preprinted door hanger material to carry the Contractor's message. The responsibility for filling out the door hangers and distributing them will be the Contractor's. Payment for this work will not be paid for separately, but payment will be considered as having been included in the contract unit prices bid for other contract items.

NOTICE TO BIDDER

MDOT SPECIFICATIONS

All work completed within The City of Battle Creek shall be done in accordance with the *2012 Standard Specifications for Construction* of the Michigan Department of Transportation and the following Special Provisions and Supplemental Specifications as included herein. The *2012 Standard Specifications for Construction* of the Michigan Department of Transportation shall govern all technical specifications of this contract.

NOTICE TO BIDDERS

STORM WATER REQUIREMENTS

The City of Battle Creek has a storm sewer system that is separate from its sanitary system. Storm water from the city's system drains directly to local waterways without typically being cleaned. The City of Battle Creek is subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations"), 33 USC 1251, et seq., published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999. One of the requirements is to ensure that contractors performing work for the city be trained in illicit discharges and pollution prevention and good housekeeping. The following are the items each employee performing work for the City of Battle Creek must be trained on by his/her employer prior to work commencing.

a. General Requirements

- Block or add best management practices to storm drains in all construction or project areas prior to any work commencing.
- A Soil Erosion and Sedimentation Control (SESC) permit is required for all sites within 500 feet of a lake, stream, or county drain; or if a site disturbs more than one acre of land. Any sedimentation and erosion control practices shall be well defined and all expectations should be clarified in all projects.
- Clean or rinse all equipment in areas with a secure rinse pad or where wash water will not run off into storm drains or surface waters.
- Inspect equipment daily and repair any leaks. Use drip pans or absorbent materials to contain leaks until repairs are made.
- Implement spill control and clean-up practices for leaks and spills from fueling, oil, or use of hazardous materials. Never allow a spill to enter the storm drain system.
- Use the least hazardous material available for all projects. When the use of hazardous materials is necessary, ensure proper use, storage, and disposal of these materials.
- Protect and maintain as much natural vegetation as possible during the project by phasing the project.
- Properly dispose of all debris and excavated soil material – do not place near storm drains, rivers, streams, wetlands, or any environmentally sensitive areas.
- Minimize water use and control all storm water discharge where possible.
- Schedule activities for dry weather.

b. Illicit Discharges – all illicit discharges and illicit connections

- Illicit discharges means any discharge to, or seepage into, a separate storm sewer that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; the dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or leaf litter; the collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste, restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.

- Illicit connection means a physical connection to the MS4 that 1) primarily conveys illicit discharges into the MS4, or 2) is not authorized or permitted by the local authority.

c. Bridge and Stream Crossing

- Use suspended netting or tarps to capture paint, rust, paint-removing agents, or other materials to prevent discharge of materials to surface waters.
- Properly manage concrete slurry produced from diamond grinding, concrete sawing, or drilling activities using as little water as possible. Cover storm drains completely with filter fabric or plastic during the activity and contain the slurry using straw bales, sandbags, or gravel dams around the storm drains. Slurry management for diamond grinding can often be handled on site, such as reusing the solids from the grinding process while the water is infiltrated in the road right-of-way. For sawing and drilling activities, prevent wastewater from entering storm drains and surface by directing it to vegetated areas or vacuuming it for proper disposal.
- Do not use coal tar emulsions to seal asphalt surfaces

d. Managing Vegetated Properties

- Sweep grass clippings and leaves onto turf areas. Do not allow clippings or leaves to go into the City's municipal separate storm sewer system (MS4).
- The Manufactured Fertilizer Ordinance, Ordinance 13-07 – Chapter 650, must be adhered to should any project properties be fertilized.

CITY OF BATTLE CREEK

NOTICE TO BIDDER

UTILITY COORDINATION

1 of 1

CEF/KRT

4/1/2019

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction

PUBLIC UTILITIES

The "Miss Dig" alert number is 800-482-7171. The following Public Utilities have facilities located within the Right-of-Way:

AT&T (telephone) 2919 Millcork Kalamazoo, MI 49001 269-384-4475 TODD BERGHUIS	CONSUMER ENERGY CO. (electric) 311 E. Michigan Ave. Battle Creek, MI 49017 269-491-7042 JESSE BURNS	SEMCO ENERGY (gas) 15851 Helmer Road Battle Creek, MI 49015 269-420-7458 JULIE CONANT
COMCAST (cable TV) 350 N. 22nd St. Battle Creek, MI 49015 269-788-1150 JOE SCHOPT	CITY OF BATTLE CREEK (Water Division) 150 S. Kendall St. Battle Creek, MI 49015 269-966-3496 MATTHEW MILLER	CITY OF BATTLE CREEK (Sewer Division) 2000 W. River Rd. Battle Creek, MI 49017 269-966-3513 BRYAN CRAWFORD
CITY OF BATTLE CREEK (Signs and Signals Division) 150 S. Kendall St. Battle Creek, MI 49015 269-966-3527 RON WORTHINGTON	CLIMAX TELEPHONE (telephone and cable) 110 N. Main St Climax, MI 49034 269-234-3713 MARTY MERRITT	

The owners of the existing service facilities that are within the grading or structure limits will move them, as shown on plans, to locations designated by the Engineer or will move them entirely from the Right-of-Way. Owners of Public Utilities will not be required by the City to move additional poles or structure in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

PROGRESS CLAUSE

The Owner anticipates that construction can begin no earlier than June 10, 2019 or 5 days after award. In no case shall any work be commenced prior to receipt of formal notice of award by the Department.

The Contractor shall prepare and submit a complete, detailed, and signed MDOT Form 1130, Progress Schedule, according to 12SP-101A.

The Progress Schedule shall include, at minimum, the controlling work items for the completion of the project, as well as the planned dates or work days that these work items will be controlling operations. All contract dates including open to traffic, project completion, interim completion and any other controlling dates in the contract, must be included in the progress schedule.

If the bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

The completion date without acceptance for this project is August 1, 2019.

Workdays are considered Monday through Friday per Section 108.06 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project. The named subcontractor(s) for Designated and/or Specialty Items, as shown in the Proposal, should attend the preconstruction meeting if such items materially affect the work schedule.

Liquidated Damages shall be assessed in accordance with Section 108.10 of the 2012 Standard Specifications for Construction.

CITY OF BATTLE CREEK
SPECIAL PROVISIONS
FOR
TRAFFIC MAINTENANCE AND CONTROL, SPECIAL

1 of 1

ESC/City of BC

January, 2017

a. description

Maintaining traffic shall be in accordance with Section 812 of the 2012 Michigan Department of Transportation Standard Specifications for Construction and these Special Provisions. All traffic control shall conform to the 2011 edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Payment for traffic control devices will be made based on a lump sum for the entire contract.. At a minimum, the Contractor will be required to provide barricades, plastic drums, and signage per the MMUTCD along with any necessary traffic regulators (equipped to communicate with each other) at the front, end, and at any intersecting street of the lane being treated. Damage from vehicular traffic to newly treated road shall be the Contractor's responsibility.

Contractor is responsible for maintaining traffic at all times while work is being performed. Access to residences and businesses affected by the treatment may be closed for no more than two hour (as explained in the notification) to allow treatment cure time to be completed. Access to emergency vehicles will be maintained at all times..

b. payment

All work for Traffic Maintenance and Control shall be paid as a lump sum price, regardless of the number and type of traffic control devices used, per the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Maintenance and Control, Special.....	LSUM

Items included in Traffic Maintenance and Control, Special may include but are not limited to the following:

- Lighted Arrow, Type C, Furn
- Lighted Arrow, Type C, Oper
- Minor Traf Devices
- Plastic Drum, High Intensity, Furn
- Plastic Drum, High Intensity, Oper
- Sign, Type B, Temp, Prismatic, Furn
- Sign, Type B, Temp, Prismatic, Oper
- Traf Regulator Control

CITY OF BATTLE CREEK
SPECIAL PROVISION
FOR
TURF ESTABLISHMENT, SPECIAL, HYDROSEED
1 OF 2

ESC/City of BC

January, 2019

a. Description

This work consists of preparing all areas designated by the Engineer, and applying topsoil, fertilizer, seed, and mulch to those areas. All Work shall be performed in accordance with section 816 of the MDOT 2012 Standard Specifications for Construction, except as modified herein. The salvaged topsoil material shall be free of rock and wood debris.

b. Construction

Visible rocks, roots, branches, and other debris will be removed by the Contractor and considered included with this item. When salvaged topsoil is not suitable or there is not a sufficient amount for establishment, it is the contractor's responsibility to bring screened-topsoil as part of the pay-item.

Payment for watering turf will be not be paid separately, but considered included and necessary in this item to establish the turf once the seed has germinated.

A one-year period of establishment commencing at the completion of the initial planting season will be required for all grass. A growing season is defined as the months of June, July and August. All grass shall be in a healthy growing condition at the start of the establishment period. The Engineer will inspect the grass at the end of the first growing season to determine if grass is unacceptable. Unacceptable grass is defined as being dead, missing, unhealthy, or otherwise unsatisfactory at the time of inspection, or grass that was not planted in conformance with these specifications. At the contractor's cost, replacement grass shall be replanted after September 15 following the initial growing season or prior to May 10 of the following spring planting season. This replacement grass shall remain the responsibility of the general contractor of the original contract with no additional payment.

The Contractor will also be responsible for preparing the topsoil a second time prior to the re-establishment of grass following the initial growing season in any unacceptable areas. This will include complete removal of weeds, raking and leveling the prepared soil along with the removal of any rocks or roots.

c. Materials

All materials used for the Turf Establishment shall meet the requirements of Section 917 of the MDOT 2012 Standard Specifications for Construction. Materials included in Turf Establishment, Special, Hydroseed are:

- i. Seed Mixture THM (Turf Loamy to Heavy) Section 917.12 of the MDOT 2012 Standard Specifications for Construction.
- ii. Fertilizer Chemical Nutrient Class A Section 917.10.B.1 of the MDOT 2012 Standard Specifications for Construction.
- iii. Recycled Newsprint Mulch Section 917.15.C.2 of the MDOT 2012 Standard Specifications for Construction.
- iv. Tackifier- Terra Tack #1 or equal
- v. Topsoil Section 917.07 of the MDOT 2012 Standard Specifications for Construction.

- vi. Water for Hydroseed Slurry Section 917.11 of the MDOT 2012 Standard Specifications for Construction. The Contractor may obtain water from a hydrant designated by the City of Battle Creek only after a hydrant permit is paid for and issued. Payment for a hydrant permit is not separate and shall be included in the cost of materials relative to this Special Provision.

d. Measurement and payment

The Contractor shall perform Turf Establishment, Special, Hydroseed for those areas disturbed. All areas disturbed by the contractor and/or Subcontractor beyond the normal construction limits of this project shall be restored according to this special provision at the direction of the Engineer. Normal construction limits are defined to existing rights-of-way and easements up to 2 Ft on either side of the path unless agreed upon otherwise by the engineer. The pay item Turf Establishment, Special, Hydroseed shall include all of the necessary equipment, materials, and labor to place the topsoil, and hydroseed mixture. Water will be applied per the requirements of Section 816.03.I of the MDOT 2012 Standard Specifications for Construction and will be included in the unit cost for hydroseeding. Final payment may not be issued until positive growth of restored areas meets the Engineer's approval.

<u>Pay Item</u>	<u>Pay Unit</u>
Turf Establishment, Special, Hydroseed	Square Yard

**CITY OF BATTLE CREEK
SPECIAL PROVISION
FOR
SIDEWALK, REM, MODIFIED**

1 of 1

krt/City of Battle Creek

December 2018

A. DESCRIPTION

This work shall be per Section 204 of the MDOT 2012 Standard Specifications for Construction with the exception that the removal of driveways along with concrete sidewalks will be considered as part of this item. In addition, the pavement of the driveways will be considered as one entity with no distinction of material type or thickness and will include integral flared, winged, or curbed sections where main line curb is transitioned into the drive opening. Asphalt pavements with underlying materials of concrete, brick, stone, or other pavement composites will be considered as part of the entire driveway entity and removal will be directed by the Engineer within the project limits. This item shall be paid one time only regardless of the types or thicknesses encountered. This item shall also include full depth saw cutting of all edges where pavement is to remain. Saw cutting will be consider part of this item and not be paid as an extra item.

Disposal of materials shall be per Section 204.03.B 205 of the MDOT 2012 Standard Specifications for Construction.

Main line concrete curb and gutter will be paid separately under the Curb and Gutter, Rem pay item.

B. MEASUREMENT AND PAYMENT

The completed work as measured will be paid for at the contract unit price for the following contract items (pay items). The price shall be payment in full for furnishing all necessary labor, equipment and materials. No additional payment will be made for pavement depths that vary from those indicated.

Pay Item

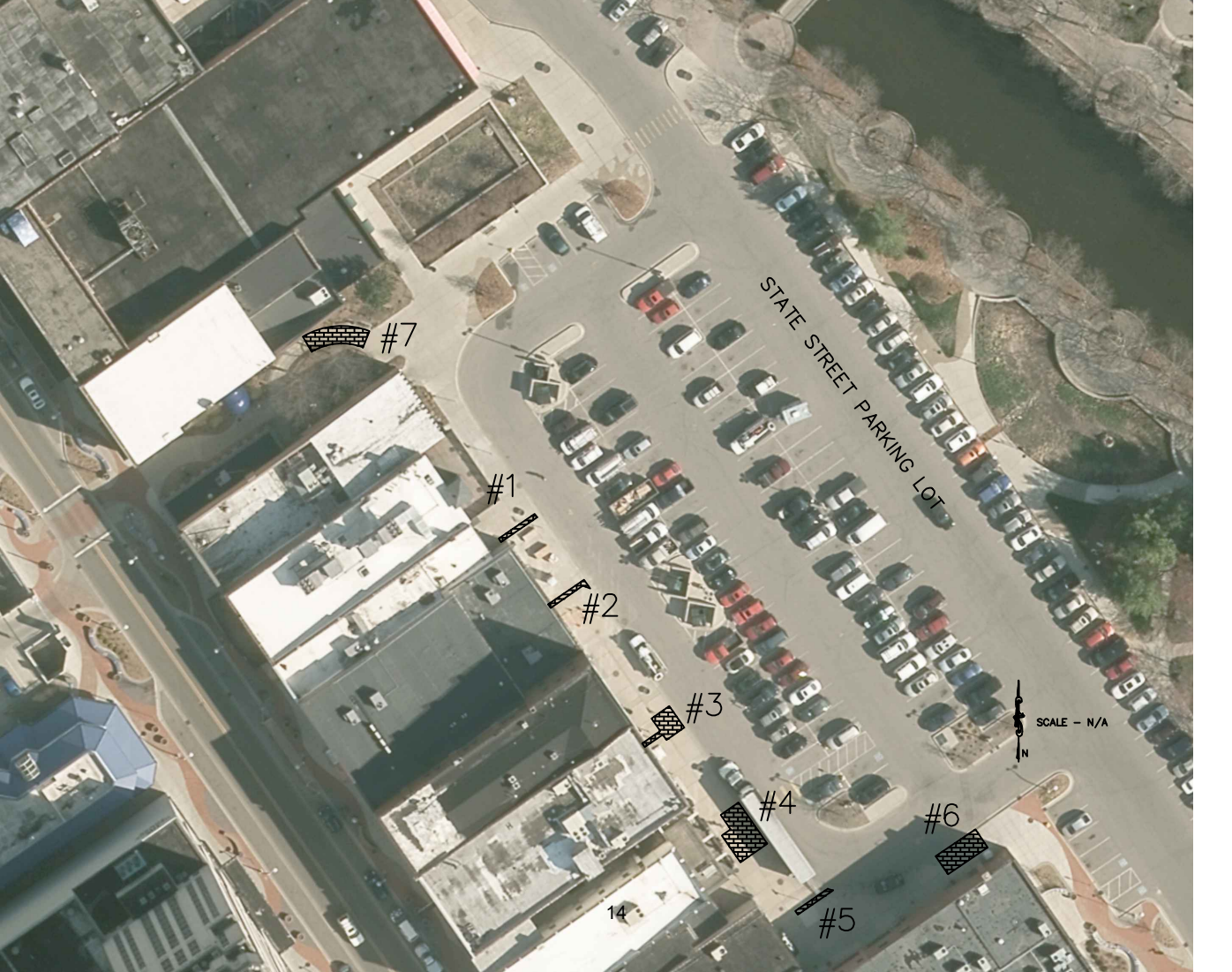
Pay Unit

Sidewalk, Rem, Modified Square Yard

Locations

ADDRESS	Tree Rem Locations
State Street Sidewalk-Downtown	
McCamly Plaza Hotel- Driveway approaches Downtown	
247 Iroquois	Med Tree Rem
Parkway (338, 263, B/W Oneita and Wood)	
36 Webber	LG Tree Rem
15 & 22 Cynthia	2 Med Tree Rem
South Hills (Across from 119)	
231 Kendall	
Woodlawn Ave N (multiple addresses)	
Spaulding Ave W (multiple addresses)	Sm Tree Rem @ 205
47 & 111 & 69 Wendell	
1267 Capital Ave SW	
Helmer/Gethings (Asst Living Home)	
Grove (by car wash)	
334 Riverside	
Mason Ave N (multiple addresses)	Sm Tree Rem @ 35
Broadway Blvd (multiple addresses)	
401 Parkway	
304 Bechman Rd W	
154 N Broad	
242 Bradley	
202 East Ave N	
Federal Center	
Howland (west side of road, Just past Champion street)	Med Tree Rem
Vineyard Rd	
200 Michigan Ave (Gould St)	
Lakeside Florist	
309 Iroquois	

*All locations will be marked for removal and replacement



STATE STREET PARKING LOT

#7

#1

#2

#3

#4

#6

#5



SCALE - N/A

14