

# INVITATION TO BID

ITB # 4280

## South Fourth Avenue Improvements Project



Friday, April 5, 2013 by 10:00 AM

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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ADVERTISEMENT FOR THE SOUTH FOURTH AVENUE  
IMPROVEMENTS PROJECT  
CITY OF ANN ARBOR

ITB # 4280

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5<sup>th</sup>) Floor, Guy Larcom City Hall, on or before Friday, April 5, 2013 by 10:00 AM for construction of South Fourth Avenue Improvements Project. Bids will be publicly opened and read aloud at this time.

Work to be done includes the reconstruction of S. Fourth Ave. between E. Liberty St. and E. Huron St. including replacement of HMA pavement, sand subbase, aggregate base, curb, and storm sewer, installation of the storm water management system water main replacement, and permanent pavement markings and all related work.

A pre-bid conference will be held Tuesday, March 26, 2013 at 2:30 p.m. in the 4th floor Conference Room, City Hall located at 301 E. Huron St., Ann Arbor, Michigan 48104. Attendance is highly recommended.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org). It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 90 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Ann Arbor Procurement Office,  
(734) 794-6500

CITY OF ANN ARBOR, MICHIGAN

Version 01/2010

AD-1

## **NOTICE OF PRE-BID CONFERENCE**

A pre-bid conference for this project will be held on Tuesday, March 26, 2013 at 2:30 p.m. in the 4th floor Conference Room, located at, 301 E. Huron Street, Ann Arbor, Michigan 48104.

Attendance at this conference is optional, but highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

## INSTRUCTIONS TO BIDDERS

### General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

Any Bid which does not conform fully to these instructions may be rejected.

### Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

### Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before 3/28/13 by 10am and should be addressed as follows:

Specification/Scope of Work questions emailed to [ikotlyar@a2gov.org](mailto:ikotlyar@a2gov.org)

Bid Process and HR Compliance questions emailed to [Klancaster@a2gov.org](mailto:Klancaster@a2gov.org)

### Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or Friday, April 5, 2013 by 10:00 am. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB 4280 – S. Fourth Ave. Improvements project**.

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit, 5<sup>th</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

## **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms.

### **Official Documents**

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

### **Bid Security**

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

### **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of 90 days, as specified in the Advertisement.

### **Contract Time**

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

### **Liquidated Damages**

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

## **Human Rights Information**

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms (Appendix A and B) or an acceptable equivalent. In the event the Human Rights forms are not submitted with the bid, the bidder will have 24 hours to submit upon notice from the City.

## **Wage Requirements**

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

## **Major Subcontractors**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor and the approximate dollar value of each subcontract.

## **Debarment**

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## **Disclosures**

After bids are opened, all information in a bidder's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) know as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

## **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.



## **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

**COPY**

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them.

The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1,2, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting

requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 5<sup>TH</sup> DAY OF APRIL, 2013.

E.T. AMULENZE COMPANY

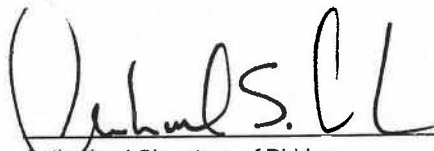
Bidder's Name

6400 JACKSON ROAD, A<sup>2</sup>, MI 48103

Official Address

(734) 761.5050

Telephone Number



Authorized Signature of Bidder

MICHAEL S. AMARUS

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the state of MICHIGAN, for whom MICHAEL S. MARUS, bearing the office title of VP OF OPERATIONS, whose signature is affixed to this Bid, is authorized to execute contracts.

~~\* A partnership, list all members and the street and mailing address of each:~~

~~Also identify the County and State where partnership papers are filed:~~

~~County of \_\_\_\_\_, State of \_\_\_\_\_~~

~~\* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_  
(initial here)~~

BID FORM

Section 1 - Schedule of Prices

Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
114	Type A Lighted Arrow Board, Furnished &	EA	4	\$ 350.00	\$ 1400.00
130	Protective Fencing	LF	500	\$ 3.85	\$ 1925.00
135	Tree Removal, 8" and larger	EA	2	\$ 500.00	\$ 1000.00
140	Exploratory Excavations (0-10deep)	EA	6	\$ 850.00	\$ 5100.00
201	Project Supervision, Max. \$ 10,000	LS	1	\$ 10000.00	\$ 10000.00
202	General Conditions, Max. \$ 30,000	LS	1	\$ 30000.00	\$ 30000.00
203	Minor Traffic Control, Modified, Max. \$ 10,000	LS	1	\$ 10000.00	\$ 10000.00
204	Audiovisual Tape Coverage	LS	1	\$ 10035.26	\$ 10035.26
212	Machine Grading Modified	SY	3200	\$ 9.85	\$ 31520.00
208	Stone Reservoir 6A	CY	2500	\$ 37.45	\$ 93625.00
209	Biaxial or Triaxial Geo Grid	SY	2600	\$ 2.20	\$ 5720.00
210	Infiltration Trench	LF	300	\$ 13.85	\$ 4155.00
211	Infiltration Trench Undercutting	CY	150	\$ 0.01	\$ 1.50
212	Subgrade Undercutting - Type II	CY	100	\$ 6.75	\$ 675.00
213	Temporary 4 inch or 6 inch Water Main Line Stop	EA	6	\$ 3000.00	\$ 18000.00
214	Storm Water Treatment Device - 72" Dia.	EA	1	\$ 25000.00	\$ 25000.00
215	Non-Woven Geotextile Fabric Separator	SY	3000	\$ 1.60	\$ 4800.00
217	Remove and Replace Brick Pavers, Any Type	SF	3000	\$ 12.50	\$ 37500.00
220	HMA Pavement Base Course 3E-10	TON	480	\$ 75.00	\$ 36000.00
221	HMA Pavement Leveling Course 4E-10	TON	400	\$ 80.00	\$ 32000.00
222	HMA Pavement Wearing Course 5E-10	TON	300	\$ 90.00	\$ 27000.00
223	Temporary HMA Pavement	TON	50	\$ 110.00	\$ 5500.00
230	Remove Concrete Curb or Curb & Gutter - Any Type	LF	1500	\$ 3.75	\$ 5625.00
231	Remove Concrete Sidewalk & Driveways - Any Thickness	SF	2500	\$ 1.00	\$ 2500.00
232	Concrete Curb or Curb & Gutter - Any Type	LF	1500	\$ 26.30	\$ 39450.00
233	4 -Inch Concrete Sidewalk, Ramp, or Drive	SF	1200	\$ 3.80	\$ 4560.00
234	6 -Inch Concrete Sidewalk, Ramp, or Drive	SF	1000	\$ 4.55	\$ 4550.00
237	8-Inch Concrete Sidewalk, Ramp, or Drive	SF	300	\$ 5.40	\$ 1620.00
240	Detectable Warnings, Cast In Place	SF	100	\$ 26.75	\$ 2675.00
241	Adjust Structure Cover	EA	10	\$ 450.00	\$ 4500.00
242	Adjust Curb Inlet Structure Cover	EA	4	\$ 150.00	\$ 600.00
243	Adjust Monument Box or Gate Valve Box	EA	8	\$ 350.00	\$ 2800.00
244	Structure Covers	LB	8000	\$ 0.01	\$ 80.00
245	2' Diameter Leaching Basin	EA	10	\$ 1900.00	\$ 19000.00
250	24" Sewer, TD-1, Modified	LF	32	\$ 175.00	\$ 5600.00
251	12" Sewer, TD-1, Modified	LF	350	\$ 85.00	\$ 29750.00
252	Sewer Bulkhead, 4-inch through 18-inch Diameter	EA	2	\$ 0.01	\$ 0.02
253	6-inch Wrapped Underdrain	LF	200	\$ 11.50	\$ 2300.00
260	Sand Subbase Course, Class II - CIP	CY	200	\$ 21.50	\$ 4300.00
261	21AA Limestone - C.I.P.	CY	100	\$ 22.00	\$ 2200.00
262	Aggregate Base Course, 21AA - C.I.P.	CY	1200	\$ 32.50	\$ 39000.00

TOTAL THIS PAGE \$ 562,066.78  
 (Also Enter on BF-2)

BID FORM

Section 1 - Schedule of Prices

Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
270	"No Parking" Signs	EA	4	\$ 50.00	\$ 200.00
271	Portable, Changeable Message Sign, Furnished and Operated	EA	4	\$ 1000.00	\$ 4000.00
272	Plastic Drum - Lighted, Furnished and Operated	EA	100	\$ 12.00	\$ 1200.00
273	Type III Lighted Barricade, Furnished & Operated	EA	20	\$ 50.00	\$ 1000.00
274	Temporary Type B Signs	SF	750	\$ 2.75	\$ 2062.50
360	Type I Manhole	EA	3	\$ 2450.00	\$ 7350.00
362	6' Dia. Type II Manhole	EA	2	\$ 7000.00	\$ 14000.00
367	Single Inlet	EA	2	\$ 0.01	\$ 0.02
385	Sewer Pipe Abandonment	LF	455	\$ 0.01	\$ 4.55
386	Sewer Structure Abandonment	EA	14	\$ 0.01	\$ 0.14
391	Pipe Undercut & Refill (6AA)	CY	50	\$ 20.00	\$ 1000.00
400	<del>12 inch Class 50 DIP w/polywrap, TD-I Modified</del>	LF	312	\$ 200.00	\$ 62400.00
402	6 inch Class 50 DIP w/polywrap, TD-I Modified	LF	20	\$ 850.00	\$ 17000.00
414	12" 45° Bend	EA	6	\$ 850.00	\$ 5100.00
416	12" 22-1/2° Bend	EA	1	\$ 850.00	\$ 850.00
417	12" 11-1/4° Bend	EA	1	\$ 850.00	\$ 850.00
422	12" x 4" Reducer	EA	1	\$ 1950.00	\$ 1950.00
432	12" x 12" x 12" Tee	EA	11	\$ 1250.00	\$ 13750.00
442	12" Gate Valve-in Box	EA	1	\$ 3025.00	\$ 3025.00
443	12" Gate Valve-in Well	EA	1	\$ 5850.00	\$ 5850.00
460	Excavate and Backfill for Water Services and Leads	LF	200	\$ 40.00	\$ 8000.00
481	Water Main Pipe Abandonment	LF	700	\$ 0.01	\$ 7.00
482	Gate Valve-in-Box Abandonment	EA	2	\$ 1000.00	\$ 2000.00
483	Gate Valve-in-Well Abandonment	EA	2	\$ 1000.00	\$ 2000.00
564	Reconstruct Structure	EA	3	\$ 2000.00	\$ 6000.00
595	Hot-Applied, Thermoplastic Pavement Markings 4 inch Yellow	LF	1000	\$ 0.95	\$ 950.00
597	Hot-Applied, Thermoplastic Pavement Markings 24 inch White	LF	432	\$ 12.00	\$ 5184.00
598	Cold Plastic Pavt. Mrkg Bike Sharrow Symbol	EA	4	\$ 250.00	\$ 1000.00
613	3 inch Schedule 80 PVC Conduit	LF	1100	\$ 9.00	\$ 9900.00
630	Streetlight Foundation	EA	1	\$ 650.00	\$ 650.00
632	Pedestrian Signal Foundation	EA	1	\$ 650.00	\$ 650.00
703	Inlet Filter	EA	15	\$ 100.00	\$ 1500.00
800	Silt Fence	LF	200	\$ 2.00	\$ 400.00
891	Cleanup & Restoration	LS	1	\$ 0.01	\$ 0.01

TOTAL THIS PAGE \$ 179,833.22

TOTAL FROM PAGE BF-1 \$ 562,066.78

TOTAL BASE BID : \$ 741,900.00

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

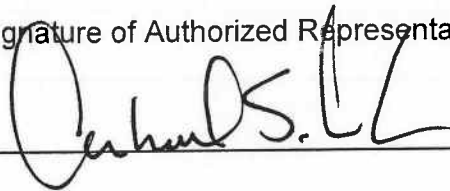
If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder



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BF-3

BID FORM

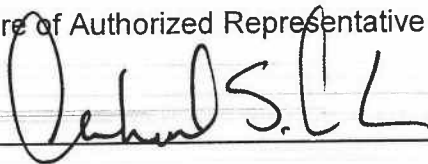
Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

Signature of Authorized Representative of Bidder



A handwritten signature in black ink, appearing to read 'John S. L.', is written over a horizontal line. The signature is cursive and somewhat stylized.

BF-4



BID FORM

Section 4 - Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

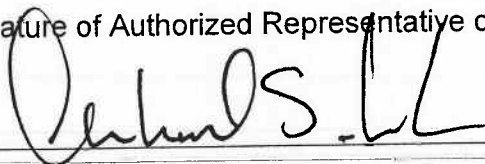
For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified.

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
PARADIGM 2000	AV COVERAGE	TBD
BARRETT PAVING	HMA	TBD
DEGRA - SCAPE	BRICK PAVING	TBD
PK CONTRACTING	PUMP MKG	TBD
SPARTAN BARRICADE	TRAFFIC CONTROL	TBD

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder



## CONTRACT

THIS AGREEMENT is made on the 6th day of May, 2013, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City") and E. T. MacKenzie Co. ("Contractor") a Michigan Corporation at 4248 W. Saginaw Grand Ledge MI 48837

Based upon the mutual promises below, the Contractor and the City agree as follows:

### ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "South Fourth Avenue Improvements Project" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Contract and Exhibits	
Bonds	

### ARTICLE II - Definitions

Administering Service Area/Unit means Project Management Services Unit

Supervising Professional means Project Management Services Unit Manager acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Project means South Fourth Avenue Improvements Project. Bid No. ITB - 4280

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within scheduling requirements as specified in the Detailed Specifications.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount

specified in Detailed Specification for Project Schedule and Payment shown on Page DS-1. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

#### ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:

Seven Hundred Forty One Thousand, Nine Hundred and 00/100 Dollars  
(\$741,900.00)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

#### ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

#### ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

#### ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

#### ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing.

#### ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

John Hieftje, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_

Steve Powers, City Administrator

By \_\_\_\_\_

Craig Hupy  
Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated \_\_\_\_\_, 20\_\_, for: South Fourth Avenue Improvements Project and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Name of Surety Company)

(Name of Principal)

By

By

(Signature)

(Signature)

Its

Its

(Title of Office)

(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

(1) \_\_\_\_\_ of \_\_\_\_\_, (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City, dated \_\_\_\_\_, 20\_\_\_, for

South Fourth Avenue Improvements Project; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;

(3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.

(4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

(Name of Surety Company)

(Name of Principal)

By  
(Signature)

By  
(Signature)

Its  
(Title of Office)

Its  
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney