

**BID DOCUMENTS
FOR
2015 SIDEWALK PROGRAM**



**CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867**

MAY 29, 2015

NOTICE TO BIDDERS
2015 SIDEWALK PROGRAM
FOR THE CITY OF OWOSSO, MICHIGAN

Sealed bid proposals will be received by the city of Owosso for **2015 SIDEWALK PROGRAM** and should be addressed to: Bid Coordinator, City of Owosso, 301 W. Main, Owosso, Michigan 48867. Sealed bids will be accepted until 3:00 p.m. Tuesday, June 23, 2015 for the **2015 SIDEWALK PROGRAM** at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted: **2015 SIDEWALK PROGRAM BID**.

Major items include: 16,000 square feet of 4" sidewalk and 1,400 square feet of 6" sidewalk removal and replacement in the city of Owosso.

The proposal, contract forms, plans and specifications are on file and may be obtained at the Engineering office, City Hall, 301 W. Main Street, Owosso, Michigan, on our website at www.ci.owosso.mi.us and the MITN website at www.mitn.info. Please call (989) 725-0550 with questions.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

No work to begin before July 20, 2015 and all work is to be completed by October, 16, 2015.

INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition six (6).
6. Proposals should be mailed or delivered to the Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Bodily injury, property damage and worker's compensation – The contractor, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*

BID Proposal

2015 SIDEWALK PROGRAM

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder they are to be listed under "other services/items offered." This is an "all or nothing" bid. It will be awarded in its entirety to the successful bidder.

The undersigned, having examined the bid proposal forms, plans and specifications, and having examined the site of the proposed work as shown on the drawings, does hereby propose to furnish all materials and equipment and perform all work shown in the said drawings and specifications at and for the 2015 SIDEWALK PROGRAM listed below at the following prices to wit:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	4" Sidewalk – Removal & Replacement	16,000	SFT		
2	6" Sidewalk – Removal & Replacement	1,400	SFT		
3	Lawn Restoration	3,300	SFT		
4	Sawcut	1,100	LFT		
5	Curb Removal & Replacement	75	LFT		
TOTAL BID					

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, the Bidder will, within ten (10) days consecutive calendar days after receiving notice of the acceptance of such proposal, enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the unit prices named in the above proposal.

The undersigned further agrees that if the foregoing proposal shall be accepted by the Owner, the Bidder will so arrange this project schedule to complete the work no later than October 16, 2015.

If the work embraced by this contract is not complete on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the Owner, as fixed agreed and liquidated damages to the sum of *Five Hundred Dollars* (\$500.00) per day for each calendar day of delay until the work is satisfactorily completed. Whatever sum may be due to Owner as liquidated damages for delay may be deducted from payments due the Contractor or may be collected from the Contractor or the Contractor's surety.

A certified copy of the Contractor's current MDOT pre-qualification rate (is) (is not) attached thereto.

On behalf of _____, I hereby submit this proposal for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Bidder

Witness:

By/s/

Business Address

Signature

Title

Telephone Number

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. BONDS

A certified check or bid bond must accompany all proposals, payable to the City of Owosso. If so required in the bid documents, a performance bond and labor and material bond in the amounts stated in the bid documents, shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

12. PROPOSAL GUARANTY

All checks or bid bonds except those of the three lowest bidders will be returned when the bids have been opened and tabulated. The certified checks or bid bonds of the three lowest bidders will be held until the contract documents have been signed, after which remaining certified checks or bid bonds will be returned to the respective bidders.

13. BIDDERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience and other pertinent and material facts as may be desirable.

14. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the city and its employees against all claims for damages to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.
- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:

Each occurrence: \$1,000,000

Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners' protective liability - Bodily injury and property damage protection shall be extended to the city.

- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily injury liability:

Each person: \$ 500,000

Each occurrence: \$1,000,000

Property damage liability:

Each occurrence: \$1,000,000

Combined single limit for bodily injury and property damage liability:

Each occurrence: \$2,000,000

- f. Notice - The contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the city. All such insurance must include an endorsement under which the insurer shall agree to notify the city immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.
- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

15. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

16. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

17. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly-certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

Before the contractor shall demand final estimates or payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or

become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

18. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

19. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

20. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the bid proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

21. SUBCONTRACTS

The contractor shall not subcontract any work in the execution of this contract without the written consent of the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

22. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

23. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. Cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

24. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

25. USE OF COMPLETED PORTIONS

The city shall have the right to take possession and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

26. WATER SUPPLY

The contractor shall arrange for securing an adequate water supply for use in construction and for drinking water for his employees. If the city's water is used on the work, the contractor shall make the necessary application and shall pay all costs involved. Connections, piping and the contractor shall furnish and maintain fittings for conveying water. Contractor shall pay for water according to the city's established rates.

27. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

28. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

29. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city. The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)	<u>COMPANIES AFFORDING COVERAGE</u>
ADDRESS	A. B. C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

2015 SIDEWALK PROGRAM

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all

elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. Proof of Insurance Coverage: The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____

GENERAL SPECIFICATIONS

1.& 2. 4" & 6" Concrete Removal & Replacement

The cost for the removal of 4" or 6" sidewalk, equivalent sub-base, and tree roots: Backfilling and compacting sub-base with approved material to 3" below the top of the concrete (see 3. Restoration, a. Soil Preparation) and 3" of screened topsoil, shall be included in the contract unit price for 4" sidewalk removal and replacement and for 6" sidewalk removal and replacement. The cost of the removal and disposal of the excavated concrete, asphalt and debris associated with this removal item and the hauling of excess excavation away from the site shall be included in these items.

All excavation shall be loaded into trucks immediately upon excavation and disposed of in an acceptable manner to the laws of the city of Owosso and the State of Michigan. All sod topsoil and any foreign objectionable materials shall be removed from under the proposed sidewalk.

The backfilling (or excavation) behind the sidewalk where sidewalk is higher (or lower) than the abutting ground shall be sloped towards the existing ground on a one vertical to four horizontal slope.

Portland cement concrete sidewalk shall be constructed according to the following procedures:

- a. The side forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing when the concrete is placed against them. The forms shall be a minimum of 4" in depth for general sidewalks and 6" in depth for sidewalks crossing alleys or driveways. The side forms shall be firmly staked to such line and grade, as that of the surface and width of the adjacent sidewalk or as directed by the City and shall provide for a transverse slope of 1/4" per foot toward the centerline of the street or of such slope so as to conform with the slope of the adjacent sidewalk.
- b. The sub-grade shall be Class II sand compacted to 95% proctor density, and the concrete, having a slump (fluidity) of not less than 2" or more than 4", shall be deposited thereon to the full depth of the side forms. The concrete shall be thoroughly spaded along the faces of the forms and adjacent to joints before finishing operations are started. The concrete shall be alternatively tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The surface shall be floated with a steel float just enough to produce a smooth surface free from irregularities. All joints and edges shall be rounded to a radius of 1/4" with an approved finishing tool and the surface shall then be brushed lightly to roughen the surface and remove the finishing tool marks.
- c. Joints shall be constructed true to line with their faces perpendicular to the surface of the sidewalk. Transverse joints shall be constructed at right angles to the centerline of the sidewalk and longitudinal joints shall be constructed parallel to the centerline, unless otherwise required. In joints shall be constructed at intervals of not less than 4' nor more than 6'. In sidewalks having an overall width in excess of 6', transverse contraction joints shall be constructed at intervals of not less than 5' nor more than 8' and longitudinal contraction joints shall be constructed in such a manner as to divide

the sidewalk into unit areas of not more than 36 square feet. Insofar as is feasible, the unit areas shall be square and of not less than 16 square feet. All contraction joints shall be produced by the use of slab division forms extending to the full depth of the concrete or by cutting joints in the concrete, after floating, to a depth of not less than 1/4 the thickness of the sidewalk. One-half inch expansion joints shall be placed between the sidewalk and the back of the curb or gutter or the edge of the pavement and between the sidewalk and building, concrete driveway or other size structures and through the sidewalk at uniform intervals of not more than 50'. Expansion joints shall be constructed to extend to the full depth of the slab and the top of the joint filler shall be slightly below the finished surface of the sidewalk.

- d. Curing shall be accomplished as specified herein under Portland cement concrete MDOT specifications below except that the curing time for sidewalks shall be not less than 48 hours.

Portland Cement Concrete

The Portland cement concrete shall meet the 2012 M.D.O.T. Standard Specifications for Construction for P1 concrete with air entrainment. The concrete shall be cured by the method specified in the 2012 M.D.O.T. Standard Specifications for Construction, Section 602.03, or as directed by the City. White Membrane or Clear Curing Compound shall be used and applied at the rate of not less than one gallon per 200 square feet of surface.

These items will be paid for at the respective bid unit prices for the square foot of concrete placed.

3. Restoration

This item shall consist of preparing the ground surface, furnishing and applying screened topsoil, fertilizer, seed and mulch in accordance with these specifications.

a. Soil Preparation

After the areas to be seeded have been brought to the required grade with the top 3" being approved topsoil, it shall be thoroughly cleaned of all rocks over 1" in diameter, roots, and other debris and all lumps and clods shall be thoroughly broken. The surface shall be trimmed flush with adjacent surfaces and the soil brought to a friable condition by harrowing or otherwise loosening and mixing it to a minimum depth of 4". The prepared soil shall be made smooth and uniform by raking with a steel garden rake or equivalent. The width of the pay limit for topsoil shall be the length and width that actually received 3" of topsoil.

b. Fertilizer

The fertilizer shall consist of the mixture designated as 12-12-12 or approved equal, and shall be applied at the rate of 15 to 20 pounds per 1,000 square feet of area to be seeded. The fertilizer shall conform to the applicable State Fertilizer laws. The fertilizer shall be uniform in composition, dry and free flowing material in condition for application by suitable equipment. The fertilizer shall be delivered in unopened bags or other convenient standard containers, each fully labeled with the manufacturers guaranteed analysis. The labels with the guaranteed analysis shall be picked up by the City. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.

- c. Seed Mixture and Sowing
40% Kentucky Blue Grass 20% Perennial Rye
20% Creeping Red Fescue 20% Annual Rye

All seed shall be labeled in accordance with the United States Department of Agriculture Rules and Regulations Under the Federal Seed Act in effect on the date of invitations for bids. All seed shall be furnished in standard containers, unless exception is granted by the City. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable. Duplicate signed copies of a statement from the vendor, certifying that each container of seed delivered is at least equal to the specification requirements, shall be submitted to the City.

Seed shall be sown at the rate of 4 pounds of pure live seed per 1,000 square feet. The seed shall be sown in the presence of the City by a method which will insure uniform distribution. Seeding during high winds will not be permitted, unless done by means of grain-drill type equipment. Seed shall be sown during the following seasonal periods: April 15 to July 15, September 1 to October 15, and November 8 for as long as weather conditions will permit seed bed preparation.

When sowing is by means other than drilling, the seed shall be covered by lightly raking with a steel garden rake or equivalent and rolling with a light lawn roller.

- d. Mulch
A 1/2" layer of straw shall be evenly spread on top of the seeded area.
- e. Established Growth
The Contractor shall be responsible for the seeded areas during the period when the grass is germinating and until growth is established. Approximately 45 days after seeding, an inspection shall be made by all parties concerned to determine if the turfing is acceptable. If at that time it is determined that certain areas did not receive proper distribution of seed and/or fertilizer, or the specifications were not adhered to, or the surface has become gullied or otherwise damaged, then the Contractor, at his own expense, will be required to reseed these areas.
- f. Method of Payment
Seeding will be paid for at the contract unit price per square foot which shall be full compensation for furnishing all materials; for all preparation and grading; for all labor, equipment, tools and incidentals necessary to complete the item.

4. Saw Cut
This item shall include all costs to saw cut the sidewalk to separate the square that is to be removed from the square that is to remain. The saw cut is to be made through the full thickness of the sidewalk to prevent damage to the adjoining sidewalk.

This item will be paid for by the lineal foot of sidewalk cut full depth.

5. Curb and Gutter Removal & Replacement
The cost for the removal of concrete curb and the backfilling with approved backfill material behind the curb to 3" below the top of the concrete (See 3. Restoration, a. Soil Preparation) shall be included in the contract unit price for curb and gutter removal and

replacement. The cost of the removal and disposal of the excavated concrete, asphalt and debris associated with this removal item and hauling of excess excavation away from the site shall be included in this item.

All excavations shall be loaded into trucks immediately upon excavation and disposed of in an acceptable manner to the laws of the City and State of Michigan. All sod, topsoil, and any foreign objectionable materials shall be removed from under the proposed curb.

The backfilling (or excavation) behind the curb or where the curb is higher (or lower) than the abutting ground shall slope towards the existing ground on a one vertical to four horizontal slope.

Portland cement concrete curb & gutter shall be constructed according to following procedure unless placed by a curb machine:

- a. The curb forms shall be of metal straight and free from distortion and of sufficient strength to resist springing during the process of depositing concrete against them. They shall be of the approved section required in the proposal, or conforming to the cross section of the adjacent curb.

The forms shall be of the full depth of the structure and shall be so constructed as to permit the inside forms to be securely fastened to the outside forms. They shall be securely braced and staked to a line and grade so as to abut flush with the surface of adjacent curb or as directed by the City and shall be sufficiently tight to prevent leaking of mortar. The forms shall be oiled with a light, clear paraffin oil, which will not stain the concrete. Wood forms may be used on sharp turns and for special section when approved by the City.

- b. No concrete shall be placed until the sub-grade and forms have been approved by the City. The sub-grade shall be wetted and the concrete having a slump of 1" to 3" shall be placed and shaped to the proper cross section. The concrete shall be spaded sufficiently to eliminate all voids and tamped to bring the mortar to the surface, after which it shall be finished smooth and even by means of a wooden float.
- c. Joints shall be constructed true to line with their faces perpendicular to the surface of the structure. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill all large voids and the surface shall be finished smooth and true to grade. Construction joints shall be placed at the end of each pour, unless the pour ends at an expansion joint, in line with all contraction joints and construction joints of an abutting concrete pavement or concrete base and at 10' intervals throughout the remainder of the structure. Contraction joints shall be cut 1/4 the thickness of concrete either by saw cutting before cracks appear or by tooling during the finishing process. If formed by jointer, the joint must be made 1 1/2" deep with a trowel or other tool to made the joint 1/4 the concrete thickness. Expansion joints shall be placed at all street returns, in line with all expansion joints in an abutting pavement and elsewhere at not more than 200' intervals.

Expansion joint filler shall extend to the full depth of the structure and the top shall be flush with the finished surface of the structure.

- d. The edges of the gutter, the back top edge of the curb and all transverse joints shall be rounded with an approved finishing tool having a radius of $\frac{1}{4}$ ". The face of the curb, at the top and bottom, shall be rounded with approved finishing tools having radius conforming to the required cross section of the structure. The exposed surfaces of the concrete curb, gutter, combination curb and gutter and driveway and alley returns shall be finishing smooth and even by means of a moistened wooden float, followed by a light longitudinal brushing, using either a brush or burlap.
- e. The newly completed curb and gutter shall be protected from traffic for a minimum of 4 days. The trench left after the curb is poured at driveways and alley approaches shall be left open and barricaded for a minimum of 4 days to protect it from traffic. All damaged curb, sidewalk or drive approaches shall be replaced at no cost to the City of Owosso.
- f. Cold patch can be loaded at the City Garage at 522 Milwaukee Street, during city work hours 7:00 AM to 3:00 PM, for delivery to the job site. Place the cold patch between the new curb and existing asphalt pavement the full depth of the new curb and compact it. When completed the surface of the cold patch shall be slightly higher than the edge of metal of the new curb. Cost of loading, delivering and placing the cold patch shall be included in cost of the curb.

This item will be paid for at the bid unit price for each foot of curb installed.

Portland Cement Concrete

The Portland cement concrete shall meet the *2012 M.D.O.T. Standard Specifications For Construction* for P1 concrete with air entrainment. The concrete shall be cured by the method specified in the *2012 M.D.O.T. Standard Specifications For Construction*, Section 602.03 or as directed by the City. *White Membrane* or *Clear Curing Compound* shall be used and applied at the rate of not less than one gallon per 200 square feet of surface.

GENERAL NOTES

This work consists of removing small sections of public sidewalks, in residential areas, that have been raised by tree roots. It is mandatory that all tree roots within 2" of the bottom of the planned sidewalk be removed. This cost to cut and remove the tree roots shall be included in the cost to remove and replace 4" concrete sidewalks. The area of work for this contract is shown on the enclosed location map. The specific location of the raised sidewalks are scattered throughout the designated areas. The sidewalks are marked for replacement by a pink arrow. Only those sidewalks that are marked for removal shall be replaced unless authorized by the City. This work includes the removal and replacement of small sections of curb and gutter marked by the City. Most of these sections are at the catch basin.

The list of sidewalks and curb to be removed and replaced will be given to the contractor after the City Council awards the contract.

2015 SIDEWALK MAP

