

PROJECT MANUAL
FOR
LOCAL STREET RESURFACING PROJECT

**411 S. LAFAYETTE STREET
GREENVILLE, MI 48838**

CITY OF GREENVILLE
MONTCALM COUNTY, MICHIGAN

January 17, 2022

Project Number: 401-446-977.848

PREPARED BY:
CITY OF GREENVILLE
ENGINEERING DEPARTMENT
411 S. LAFAYETTE
GREENVILLE, MICHIGAN 48838
(616) 754-5645



CITY OF GREENVILLE

"Danish Festival City"

411 South Lafayette Street
Greenville, Michigan 48838

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ADVERTISEMENT FOR BIDS GREENVILLE LOCAL STREET RESURFACING

The City of Greenville will receive sealed bids for LOCAL STREET RESURFACING work. The Project will be bid as a Base Bid that includes removal of approximately 10,600 Syd and replacement with 1,722 tons of HMA surface at 4 locations within ½ mile proximity of one another for a total of 0.80 miles. The project is to include traffic control devices.

An Additive Alternative will be considered if the bids are favorable that will add 0.20 miles at two additional locations with approximately 3,450 syd of removal and 775 tons of HMA surfacing. The alternative will also be creating two cul-de-sacs that will involve approximately 86 cyd of earth balancing and 136 tons of new aggregate base.

Bids will be received at the office of the City Clerk, 411 S. Lafayette, Greenville, Michigan until Tuesday, February 14, 2023 at 2:00 p.m. All bids will be opened and publicly read at that time in the City Hall Conference Room.

This Advertisement and Instruction for Bidders have been posted in the following locations:

Greenville City Hall, 411 S. Lafayette, Greenville, Michigan 48838

City of Greenville Website Bid Posting at: <http://greenvillemi.org/bids-rfps/>

Builders Exchange website at: <https://home.grbx.com/>

Construction Association of Michigan website at: <https://buildwithcam.com/>

Construct Connect website at: <https://www.constructconnect.com/>

The Contract Documents may be examined at the following location: Greenville City Hall, 411 S. Lafayette, Greenville, Michigan 48838

Copies of the Contract Documents may be obtained on request from dthinken@greenvillemi.org at no cost to the Bidder.

NORICE T. RASMUSSEN
Clerk – Financial Director

GREENVILLE LOCAL STREET RESURFACING

CITY OF GREENVILLE MONTCALM COUNTY, MICHIGAN

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INSTRUCTIONS TO BIDDERS

SCOPE OF WORK:

The BID DOCUMENTS include a set of general plans that show the work that is summarized as:

1. Remove existing surface to existing aggregate base in the street mainline (approx. 1-1/2 to 2 inches thick) to be paid as Cold Milling HMA Surface by square yard. Millings may be retained by the Contractor for their use or disposed at a City site to be determined by the Engineer at the time. Distance to the disposal site will not exceed 2 miles.
2. Fine grade the existing aggregate base to be paid as Aggregate Base, Conditioning, also by square yard.
3. Lay a level course consisting of 165 lbs/syd of HMA, 13A and a top course consisting of 165 lbs/syd of HMA, 36A and HMA approach to include a 165 lb/syd in a lift of each of these materials. Item to be paid by the ton for each material.
4. Match at existing driveways. Pavt, Rem and Hand Patching pay items are included for this purpose as needed.
5. Traffic Control items are included and paid for once, but will be moved as necessary to accomplish the work.

BASE BID:

Third Street, between Coffren Street and North Street is 0.19 miles in length. Gap at Pearl and Summit Street.

Sixth Street, between Coffren Street and Summit Street is 0.13 miles in length. Gap at Pearl Street

Pearl Street, between Cherry and Edgewood Street is 0.08 miles in length.

Edgewood Street, between Lamb Street and Vandeinse Avenue is 0.40 miles in length.

ADDITIVE ALTERNATE:

Water Street, West, between Smith Street and the Fred Meijer Heartland Trail, is 0.06 miles in length and will require construction of a new cul-de-sac. Excavated material will need to be disposed at the City compost site at 1150 Owen Mumaw Drive.

Water Street, East, between the Fred Meijer Heartland Trail and the Flat River is 0.14 miles in length and could require some excavation and new aggregate base to pave an existing cul-de-sac.

SPECIFICATIONS BY REFERENCE:

The Items and Item Numbers on the bid sheet are standard items based on the MDOT 2020 Standard Specifications for Construction. The technical specifications for these items will be referenced to that document, which can be found at:

<https://www.michigan.gov/mdot/business/construction/mdot-standard-specifications-and-reference-publications>

Division 1 will not apply. Items with a "7" as the fourth digit will have a Special Provision in this document.

Instructions to Bidders
GREENVILLE LOCAL STREET RESURFACING
Bid Date: February 14, 2023, 2:00 p.m.
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QUESTIONS FROM BIDDERS:

All questions from BIDDERS, regarding any part of the Plans or Project Manual, shall be directed in writing to:

Doug Hinken, City Engineer
City of Greenville
411 S. Lafayette Street
Greenville, MI 48838
Or by email at: dhinken@greenvillemi.org

The City Engineer will provide written answers to questions through addenda and/ or posted on the City of Greenville Webpage at www.greenvillemi.org. They will also be sent directly to those BIDDERS who have made their intention to bid known by email notification to the City Engineer, by the BIDDER.

BIDDER'S INVESTIGATION:

Prior to submission of the BID, all BIDDERS shall make, and shall be deemed to have made a careful examination of the site or sites, the Scope of Work, and the Project Manual included herewith. Each BIDDER is responsible for inspecting the site and for reading the CONTRACT DOCUMENTS to become thoroughly familiar with the Scope of the Work. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in BID Schedule by examination of the site and a review of the drawings and Project Manual; including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities or nature of the WORK to be supplied.

BIDDER EXPERIENCE AND QUALIFICATIONS

It is the intention of the OWNER to award these Contracts to the lowest responsive and responsible BIDDER, and reserves the right to reject any and all bids, or postpone the bid due date, for sound, documentable business reasons. A responsive and responsible BIDDER is one who has indicated their intention to BID; has completely filled in the appropriate forms and other documents required; and has otherwise demonstrated a good-faith effort to submit a complete bid. The OWNER reserves the right to waive any minor irregularities or informalities in the BIDS.

BIDS:

BIDS for this Project will be publicly solicited and will result in unit price contract that will include lump sum items. The BID FORM includes a signed statement of compliance, acknowledgement of ADDENDA, a listing of items of work for the BIDDER to fill in total prices and signature page. All signatures must be original and in ink. The BID FORM shall be completely and legibly filled in with ink or printed or typed. BIDS shall be signed personally by the duly authorized representative of the BIDDER, and shall include proof of that authority with the BID FORM. The BID amount shall also

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appear in written form. If there is a discrepancy between the written number and the figures, the written number will take priority.

All BIDS must be submitted on the BID FORM included in these BID DOCUMENTS and received in the Office of the City Clerk at City Hall, 411 S. Lafayette Street, Greenville, Michigan 48838, on or before Tuesday, February 14, 2023 at 2 p.m. A BID will be considered complete as follows: The fully completed, signed BID, including pages 9-12 and acknowledging any ADDENDA; proof of authority to sign on behalf of the BIDDER, which could include a certified copy of resolutions or power of attorney, or other attestations; and a list of references for similar work.

ELECTRONIC OR ALTERNATE FORMS OF BIDDING NOT ALLOWED:

The Greenville City Charter does not allow electronic, faxed or alternate forms of bidding.

BID ENVELOPE LABELING:

Please mark "LOCAL STREETS" on the outside of the envelope, along with the BIDDERS name and address, and submit to the City Clerk's Office prior to the BID opening. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope.

BID BOND:

A BID BOND in the amount of 5% of total Bid Amount shall be included with the BID. BID BONDS shall be supplied through a company that is licensed to do business in the State of Michigan on a form that is consistent with the industry standard of practice.

BIDDER REFERENCES:

The BIDDER shall submit, with the BID, a listing of a minimum of three references for successfully completed, similar Work. Each reference shall include the following:

1. Brief description of the Work, including similar BID items.
2. Project Owner
3. Owner Contact
4. Owner Address
5. Owner Telephone
6. Owner Email Address

BID REVIEW PROCESS:

When the BIDS are publically opened, the TOTAL amount will be read aloud and recorded along with Alternate Amounts. The BIDS and required submittals will be reviewed, tabulated and checked by the City of Greenville. The lowest, responsive and responsible BIDDER(S) will be determined from the BID PRICE and a demonstration of competence for the Work through supplied references.

When a suitable APPARENT LOW BIDDER(S) has been determined, the City of Greenville will make a recommendation of Award to the Greenville City Council, based on the most

advantageous cost basis to the City. A Notice of Award will be issued to the BIDDER(S) following review and approval of the Greenville City Council.

RIGHTS RESERVED BY THE CITY:

The CITY OF GREENVILLE reserves the right to accept to reject any or all BIDS for sound, documentable business reasons. The competency and responsibility of BIDDERS will be considered in awarding CONTRACTS. The CITY OF GREENVILLE does not obligate itself to accept the lowest or any other bid. The CITY OF GREENVILLE reserves the right to waive any informality or minor defects in any or all bids. The CITY OF GREENVILLE reserves the right to increase or decrease quantities of BID ITEMS without additional compensation.

No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT(S) cannot be awarded within the specified period; the time may be extended by mutual agreement between the CITY OF GREENVILLE and the BIDDER(S).

BID REJECTION APPEAL:

If an APPARENT LOW BIDDER is rejected for recommendation to Award the Project, the City will give a written notice stating the reason(s) for the rejection. The Bidder has the right of appeal and shall submit a written statement of appeal within 5 days of the date on the written notice of rejection. The statement shall clearly state the dispute and offer evidence to support their claim that the reasons for rejection are not valid. The appeal will be presented to the Greenville City Council at the meeting where the Bids are to be approved for their final decision.

CONTRACTOR EXECUTION OF CONTRACT:

Upon issuance of the NOTICE OF AWARD, the BIDDER shall be referred to as the CONTRACTOR and shall execute the CONTRACT within 14 days and submit 2 copies of said duly sealed CONTRACT document with original signatures; INSURANCE certificate and Required BONDS. Failure to execute the CONTRACT in a timely manner shall be cause for the OWNER to commence acceptance with the next APPARENT LOW BIDDER.

PERFORMANCE AND PAYMENT BONDS:

The successful bidder will be required to furnish PAYMENT and PERFORMANCE BONDS in the amount of the CONTRACT as required in the previous paragraph. The Bonds shall remain in effect until the final acceptance of the project. BONDS shall be supplied through a company that is licensed to do business in the State of Michigan on a form that is consistent with the industry standard of practice.

INSURANCE:

All policies required shall be written by a company licensed to do business in the State of Michigan. The amount of INSURANCE coverage shall be as follows: All Contractors / Subcontractors must carry Workers Compensation Insurance as required by law. Bodily Injury / Property Damage: \$1,000,000

Each Occurrence; \$2,000,000 Aggregate. The CITY OF GREENVILLE shall be named as an additional insured on all liability policies. The CONTRACTOR shall notify the CITY OF GREENVILLE immediately of any damages on the Project Site, whether or not the CONTRACTOR is liable. The CITY OF GREENVILLE shall receive an INSURANCE certificate prior to 14 days before beginning the Project.

NOTICE TO PROCEED:

The CITY OF GREENVILLE expects to issue a NOTICE TO PROCEED upon receipt of the fully executed CONTRACT and required BONDS and INSURANCE certificates. The CONTRACTOR shall begin Work as agreed upon with the City Engineer.

CONTRACT TIME:

It is anticipated that the Greenville City Council will consider approving BIDS on February 21, 2023. It is intended that all work shall continuously progress toward completion once begun except as hindered by weather conditions. Work shall be completed by August 31, 2023 or subject to Liquidated Damages as defined below.

LIQUIDATED DAMAGES:

Any work that is left uncompleted after August 31, 2023 will be subject to liquidated damages in the amount of \$500 per calendar day.

MAINTAINING ACCESS TO RESIDENTS:

The Contractor shall maintain access to residents or inform them prior to beginning the work to move vehicles and the duration of the expected inconvenience to them.

P.A. 517 COMPLIANCE, CERTIFICATION OF NO IRAN LINKED BUSINESS:

The BIDDER will need to certify that it is not an "Iran linked business" by signing the certification on page 12. An "Iran linked business" means either of the following:

- (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
- (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

BID FORM

Proposal of _____ (hereinafter called
“BIDDER”), organized and existing under the laws of the State of _____
doing business as a (corporation, limited liability corporation, partnership, or individual).

To the City of Greenville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all
WORK for the construction of the LOCAL STREET RESURFACING, in strict accordance with
the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each
party thereto certifies as to his own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to this BID with any
other BIDDER or with any competitor.

BIDDER hereby agrees to execute the CONTRACT(S) within 14 days of the date of the
NOTICE OF AWARD and commence WORK under this CONTRACT following the NOTICE
TO PROCEED and fully complete the PROJECT before **August 31, 2023** or be subject to
liquidated damages in the amount of \$500 per calendar day until completion.

BIDDER acknowledges receipt of the following ADDENDA:

The following addenda have been received, are hereby acknowledged, and their execution is included in the
above proposal amount:

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

CERTIFICATION

The BIDDER certifies that he/she has examined all sections of the CONTRACT DOCUMENTS and the location of the Work described herein and is fully informed as to the nature of the Work and the conditions relating thereto.

BIDDER understands that the quantities shown are approximate only and are subject to either increase or decrease. The BIDDER acknowledges that the OWNER may request adjustments to the BID ITEM quantities after the BID DATE and that such adjustments will be made, in writing, at the BID UNIT PRICES.

The BIDDER shall include and shall be deemed to have included, in his/her BID, all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the BID DATE.

The BIDDER acknowledges that the BIDS include costs for compliance with State requirements.

The BIDDER shall base bids on the materials or products specified or shown on the drawings.

The BIDDER acknowledges that LIQUIDATED DAMAGES will apply for late work.

All Work described in the CONTRACT DOCUMENTS and required for completion of the Project shall be considered to be incidental unless designated as a pay item on the BID FORM. Pay items shall not be used for any components installed for the convenience/or advantage of the CONTRACTOR regardless of the fact that the type of component is described on the BID FORM.

The undersigned certifies that he or she is duly authorized to sign on behalf of the BIDDER and is including proof of such authority as part of the BID.

BID FORM

BASE BID - Third St, Sixth St, Pearl St & Edgewood St					
Item No.	Item	Unit	Qty	Unit Price	Total Price
1100001	Mobilization, Max 10%	LSUM	1		
2040050	Pavt, Rem	Syd	200		
3020050	Aggregate Base, Conditioning	Syd	10,594		
5010002	Cold Milling HMA Surface	Syd	10,594		
5010025	Hand Patching	Ton	35		
5010033	HMA, 13A	Ton	852		
5010034	HMA, 36A	Ton	852		
5010061	HMA Approach	Ton	22		
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	7		
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	7		
8120170	Minor Traf Devices	LSUM	1		
8120252	Plastic Drum, Fluorescent, Furn	Ea	15		
8120253	Plastic Drum, Fluorescent, Oper	Ea	15		
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	187		
8120361	Sign, Type B, Temp, Prismatic, Oper	Sft	187		
TOTAL BASE BID					
WRITTEN AMOUNT					

ADDITIVE ALTERNATE - Water St. (2 segments)					
Item No.	Item	Unit	Qty	Unit Price	Total Price
1100001	Mobilization, Max 10%	LSUM	1		
2050016	Excavation, Earth	Cyd	86		
3020001	Aggregate Base	Ton	136		
3020050	Aggregate Base, Conditioning	Syd	3,450		
5010002	Cold Milling HMA Surface	Syd	3,450		
5010033	HMA, 13A	Ton	352		
5010034	HMA, 36A	Ton	352		
5010061	HMA Approach	Ton	74		
TOTAL ADDITIVE ALTERNATE					
WRITTEN AMOUNT					

Respectfully submitted.

Signature: _____

Witness: _____

Name (Printed): _____

Seal: _____
(If corporation, affix seal)

Title: _____

Phone No: _____

Address: _____

Email Address: _____

P.A. 517 Compliance Statement. By signing this BID, the BIDDER is certifying that it is not an Iran Linked Business as defined on page 8 of these specifications.

Signature: _____

Date: _____

BIDDER REFERENCES

BRIEF DESCRIPTION OF REFERENCE PROJECT 1:

Project Owner _____

Owner Contact _____

Owner Address _____

Owner Telephone _____

Owner Email Address _____

BRIEF DESCRIPTION OF REFERENCE PROJECT 2:

Project Owner _____

Owner Contact _____

Owner Address _____

Owner Telephone _____

Owner Email Address _____

BRIEF DESCRIPTION OF REFERENCE PROJECT 3:

Project Owner _____

Owner Contact _____

Owner Address _____

Owner Telephone _____

Owner Email Address _____

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between the City of Greenville, hereinafter called “OWNER” and _____ doing business as a _____ and located at _____ hereinafter called “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

LOCAL STREET RESURFACING

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS after the date of the NOTICE TO PROCEED, and will have the Project complete by the date specified on the Bid unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the BID schedule.

5. The term “CONTRACT DOCUMENTS” means and includes the following:
 - A. Advertisement For BIDS
 - B. Information For BIDDERS
 - C. BID

- D. Agreement
- E. Payment BOND
- F. Performance BOND
- G. NOTICE OF AWARD
- H. NOTICE TO PROCEED
- I. CHANGE ORDERS
- J. BID DOCUMENTS
- K. ADDENDA:

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Greenville

BY: _____

Name: George M. Bosanic

Title: City Manager

(SEAL)

ATTEST:

Name: Douglas W. Hinken

Title: City Engineer

CONTRACTOR:

BY: _____

Name: _____

Address: _____

(SEAL)

ATTEST:

Name: _____

Title: _____

ATTACHMENT A GENERAL CONDITIONS

1.0 Assignment of Contract and Other Contracts

- 1.1 The Contractor shall not assign the Contract or any part thereof without the written consent of the City.
- 1.2 The City reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate this Work with such other concerns.
- 1.3 If any part of the contractor's work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute and acceptance of the other contractor's work.

2.0 Materials and Workmanship

- 2.1. All workmanship shall conform to the best current practices of the respective trades, and all equipment, materials, and articles incorporated in the Work under the contract shall be new and of a grade consistent in the opinion of the City with the quality and performance requirements of their respective kinds for the purpose. The Contractor, shall if required, furnish evidence as to kind and quality of materials.
- 2.2 In general, it is the intent of these Conditions to permit the use of equipment of any manufacture so long as they are fully consistent in the opinion of the City with the quality and performance requirements of the job. This is indicated by the use of the words "or approved equal" following a specific trade name or manufacturer.
- 2.3 Material installed on the project shall be carefully inspected by the City. The Contractor shall within twenty-four (24) hours after receiving written notice from the City remove from the grounds or buildings all material, fixtures, or apparatus deemed by the City as failing to conform to the Specifications and/or Plans and/or to the conditions of the Contract.
- 2.4 The City shall have the right to order the Work wholly or partially stopped until the objectionable work, materials, fixtures, or apparatus are removed, or to declare the contract forfeited for non-performance or not being executed according to the intent or meaning of the Specifications and/or Plans.

3.0 Use of the Premises

The Contractor shall confine his equipment apparatus, the storage of materials and operations of his employees to the limits indicated by law, ordinances, permits, or directions of the City, and shall not unnecessarily encumber the premises with his materials or equipment.

4.0 Damages and Save Harmless Clause

To the fullest extent permitted by law the Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless City of Greenville, Michigan its elected and appointed officials, employees and volunteers, and others working in behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed,

or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working in behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss thereof, which arises out of or is in any way connected or associated with this contract.

4.1 The contractor shall be responsible for damage to the project property that may be caused by his work.

4.2 The Contractor assumes all risks of damages or injuries, including death, to property or persons used or employed on or in connection with the Work, and all risks of damages or injuries, including death, to any persons or property wherever located, resulting from any action, omission, or operation under the contract or in connection with the Work, whether such action, omission, or operation is in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part by the contractor, any subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. Contractor shall indemnify, hold harmless, and defend the City, their employees, agents, servants, and representatives from and against any and all suits, actions, legal or administrative proceedings, demands, loss, expense, damage, liability, and claims of whatever nature (including but not limited to attorney's fees), regardless of the merit thereof, which may be asserted against the City, their employees, agents, servants, and representatives on account of any such damages or injuries described above, including death, whether or not such damages or injuries, including death, are or are alleged to be caused, occasioned, or contributed to in part by the negligence of the City, their employees, agents, servants, or representatives, and whether or not the contractor and the City are alleged to be jointly liable for such damages or injuries, including death, except the contractor shall not be obligated to indemnify the City hereunder for any damages or injuries, including death, caused by or resulting from the City's sole negligence or willful misconduct.

5.0 Cleaning

The Contractor shall at all times keep the project property and the adjoining premises clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all rubbish, tools, equipment, temporary work, and surplus materials from and about the project property and shall leave the Work Area clean and ready for use.

6.0 Permits and Inspections

The contractor shall obtain all necessary permits required by laws and regulations, give all required notices, and pay all lawful fees in accordance with requirements for this Work and the locality in which the project is being built. The Contractor shall deliver to the City certificates of inspection where such are required.

7.0 Insurance

Insurance shall be provided in accordance with policy amounts, and coverage described in the Instructions to Bid.

8.0 Safety

The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89 of the Public Acts of 1963, as amended, and the Federal Occupational Safety and Health Acts of 1970, Public Law 91-596, 84 Stat. 1590, as amended, and MiOSHA regulations.

9.0 Non-Discrimination

In connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color or national origin. The aforesaid provision shall include, but not be limited to the following:

recruitment or recruitment advertising; employment, upgrading, demotion, or transfer; and layoff and selection for training, including apprenticeship. Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PS 453, as amended, MCL37.2101 et seq., the Persons with disabilities Civil Rights Act, 1976 PA 220 as amended, MCL37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants regarding discrimination.

10.0 Liens

The Contractor shall deliver the Work free and clear of liens. A Waiver of Lien shall be submitted with the final invoice.

11.0 Guarantees

In addition to the specific guarantees required by the Specifications for the Work to be performed under this Contract, the contractor shall furnish a written guarantee of all the Work to be performed under this Contract against defects in materials or workmanship for a period of one year from the date of final acceptance of the complete Work by the City. The Contractor shall within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said period and any damage of other work caused by said defects or the repairing of same at his own expense and without cost to the City.

12.0 Bonding Requirements

Refer to Instructions to Bidders

13.0 Violations and Failure to Comply

If the Contractor is willfully violating any of the provisions of this Contract, or should the work or any part thereof, be not fully completed within the time granted in the Contract by the City then, in any such case, the City may notify the Contractor, in writing, to discontinue all work, or any part thereof, and the contractor shall discontinue the work as directed. Said notice may be served either personally or by leaving a copy at the usual place of residence or business of said Contractor or by mailing such notice to the address given at the time of the signing of this Contract; if the contractor consists of more than one person, service may be made on any or all of them. The City may thereupon according to law, enter upon and take possession of the work, or any part thereof. The City may re-advertise and re-let the uncompleted portions of said Contract and all expense or financial loss to the Owner arising from completing said Contract, including adjustments to the contract Performance Bond and all additional contract security, and for the cost of additional managerial and administrative services, shall be deducted by the Owner out of monies then due or to become due, the Contractor under this Contract. In case such expense shall exceed the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the contractor or his Sureties shall pay the amount of such excess to the Owner in proportion to amounts the Owner in proportion to amounts the Owner had been obligated to pay the Contractor pursuant to this Contract. Should such expense be less than the amount payable under this Contract had the same been completed by the contractor, he shall receive the difference from the Owner. In such instance, the Owner shall each pay the Contractor in proportion to amounts the Owner had been obligated to pay the Contractor pursuant to this Contract. In cases this Contract or any alterations or modifications thereof be thus terminated, the decision of the Owner shall be conclusive and said Contractor shall not be allowed to claim or received any compensation or damages for not being allowed to proceed with the Work.

14.0 Extension of Time

If the contractor finds it impossible for reasons beyond his control to complete the work within the time specified, or as extended in accordance with the provisions of this paragraph, he may, at any time prior to the expiration of the time, as extended, make a written request to the Owner for an extension of time setting forth the reasons which he believes will justify the granting of his request.

The contractor's plea that insufficient time was specified is not a valid reason for extension of time.

If the Owner finds that the Contractor's work was delayed because of conditions beyond the control and without the fault of the Contractor, they may extend the time for completion in such amount as

conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

15.0 Discrepancies in Drawings

Any discrepancies found between the Drawings and specifications and site conditions or any errors or omissions in the Drawings and Specifications shall be immediately reported to the owner who shall promptly contact the consultant to correct such error or omission in writing. Any work done by the contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

16.0 Equipment Data

The contractor shall furnish three (3) copies of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type. Submission shall be with not less than a cover letter itemizing and identifying the materials and providing them in an organized and neat fashion.

17.0 Construction Staking

The Contractor shall furnish all surveys, lines and grades reasonably necessary for the control of the work, including making careful and accurate measurements and for constructing all work accurately to the lines and grades as shown on the Drawings. The contractor shall have the responsibility to carefully preserve and protect U.S. government corners, property corners, bench marks, monuments, and reference points (hereinafter referred to as "Survey Control Points") and construction stakes. In case of loss or disturbance of said points during the construction period, the contractor shall pay the cost of replacement and shall be responsible for any mistakes that may be caused by such loss or disturbance.

18.0 Sanitary Provisions

The Contractor shall provide and maintain sanitary conveniences for the use of all persons employed in the work. The Contractor shall prohibit the committing of a nuisance with the work or upon lands about the work. Any employee found violating these provisions shall be discharged and not again employed without written consent of the Owner. Any temporary facilities will be removed immediately at the completion of the project.

19.0 Additional Work

Additional work beyond the project scope will require written authorization and agreement by the Owner as to the work scope and price to be paid for the work. Any work completed by the Contractor without written documentation from the Owner may risk non-payment for the work. Any additional work that is required in an emergency to protect life and property shall be performed by the Contractor as required and the Owner notified as soon as possible concerning the work required.

20.0 Requests for Payment

The Contractor may submit monthly Requests for Payment for work done and materials delivered and property stored on the site. Each request shall state the work completed for each item, the percentage of the item complete, previous payments, and remaining contract amounts. When payment is requested for materials stored on the site, the requests shall be accompanied by invoices or other information as requested. The Requests for Payment will include a 10% retainage for all payment requested. This retainage will be held according to current laws by the Owner until full project completion.

With each Request, A Contractor's Declaration declaring that the Contractor has not performed any work, furnished any material, sustained any loss, damage or delay, for any reason, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue

for, or claim compensation from the owner except as shown on the Declaration and if required shall submit receipts or other vouchers showing his payments for materials and labor, including payments to sub-contractors.

21.0 Existing Utilities

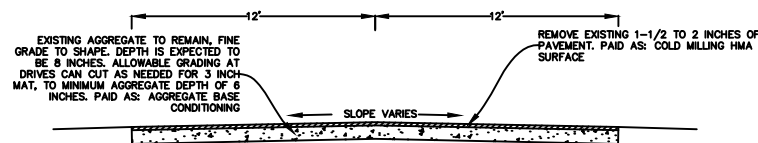
Prior to commencing work, the contractor will contact Miss Dig and have the existing utilities identified. Additional private utilities shall be discussed on site with the Owner prior to commencing work. The contractor shall had dig to locate utilities where ever deemed practical.

End of General Conditions

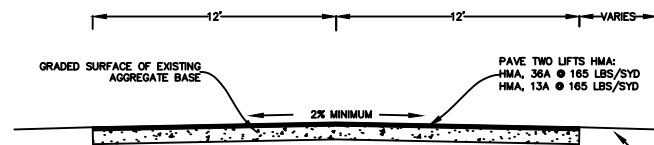
ROAD PLANS	SHEET NUMBERS
TITLE	1
THIRD STREET	2
SIXTH STREET	3
PEARL STREET	4
EDGEWOOD STREET	5
EDGEWOOD STREET	6
WATER STREET	7
WATER STREET	8

CITY OF GREENVILLE
PLANS OF PROPOSED
LOCAL STREET RESURFACING
MONTCALM COUNTY
CITY OF GREENVILLE

JOB NUMBER 401-446-977.848
THIS JOB IS LOCALLY FUNDED



TYPICAL EXISTING CROSS-SECTION



TYPICAL PROPOSED CROSS-SECTION

PAVING BEYOND MAINLINE WIDTH WILL BE PAID AS HMA APPROACH TO BE LAID IN TWO LIFTS AS GIVEN ABOVE.

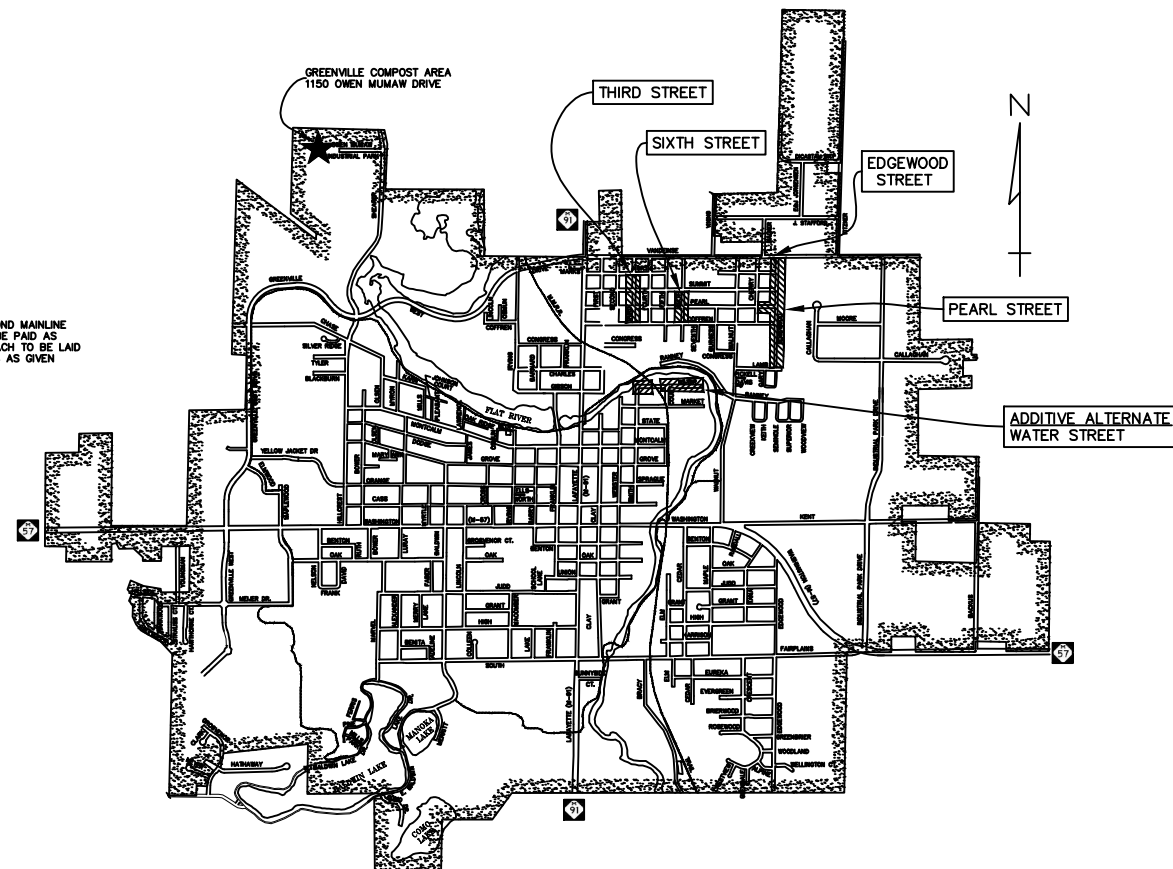
DRIVEWAY NOTE:

EXISTING PAVEMENT IS ONLY 1-1/2 TO 2 INCHES THICK TO BE REPLACED WITH A TOTAL OF 3 INCHES. IT IS PREFERRED TO MATCH DRIVEWAY SURFACES AT THE EDGE OF PAVEMENT. IF A TRANSITION IS NEEDED IT SHALL OCCUR WITHIN 2 FEET OF THE EDGE OF PAVEMENT.

THE EXPECTED AGGREGATE DEPTH IS 8 INCHES SO TRIMMING UP TO 2 INCHES IS ACCEPTABLE. THE ENGINEER SHALL CONFIRM AGGREGATE DEPTH AT DRIVEWAYS. IF NEEDED, THE CONTRACTOR MAY BE REQUIRED TO SAWCUT AND REMOVE UP TO 2 FEET OF DRIVEWAY. THE PAVT, REM ITEM WILL BE RESERVED FOR THIS ACTIVITY. THE RESULTING TRANSITION FROM MAINLINE PAVING TO EXISTING DRIVE WILL BE PAID AS HAND PATCHING.

TITLE SHEET LEGEND

PROPOSED PROJECT	
EXISTING ROADS	
CITY OR VILLAGE LIMITS	
RIVERS	
TRAILS	

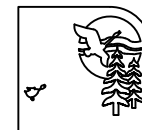


NOTE:
THESE PLANS DO NOT ASSURE THE PRESENCE OR LOCATION OF UTILITIES.
THE CONTRACTOR SHALL NOTIFY "MISS DIG" TOLL FREE AT 1-800-482-7171
THREE (3) DAYS BEFORE THE START OF CONSTRUCTION, EXCLUDING SATURDAYS,
SUNDAYS AND HOLIDAYS.

CONTRACT FOR:

THIS PROJECT INCLUDES 0.60 MILES OF ROAD RESURFACING OF THIRD STREET, SIXTH STREET, EDGEWOOD STREET AND PEARL STREET AS THE BASE BID. THIS WORK INCLUDES APPROXIMATELY 10,600 SYD OF COLD MILLING AND 1,722 TONS OF HMA AND RELATED WORK ITEMS.

IT ALSO INCLUDES AN ADDITIVE ALTERNATE TO BE CONSIDERED FOR AN ADDITIONAL 0.20 MILES OF ROAD RESURFACING WITH SOME EXCAVATION IN APPROXIMATE QUANTITIES OF 86 CYD OF EXCAVATION, 3,450 SYD OF COLD MILLING AND 775 TONS OF HMA ON WATER STREET.



CITY OF GREENVILLE
ENGINEERING DEPARTMENT
411 S. LAFAYETTE, GREENVILLE, MT 48838
TELEPHONE (616) 754-5645

PLANS
PREPARED BY: DOUGLAS W. HINKEN, PE, CITY ENGINEER


DATE

CONTROL SECTION	JOB NUMBER	FINAL R/W	SHEET NO.
	401-446-977.848		1

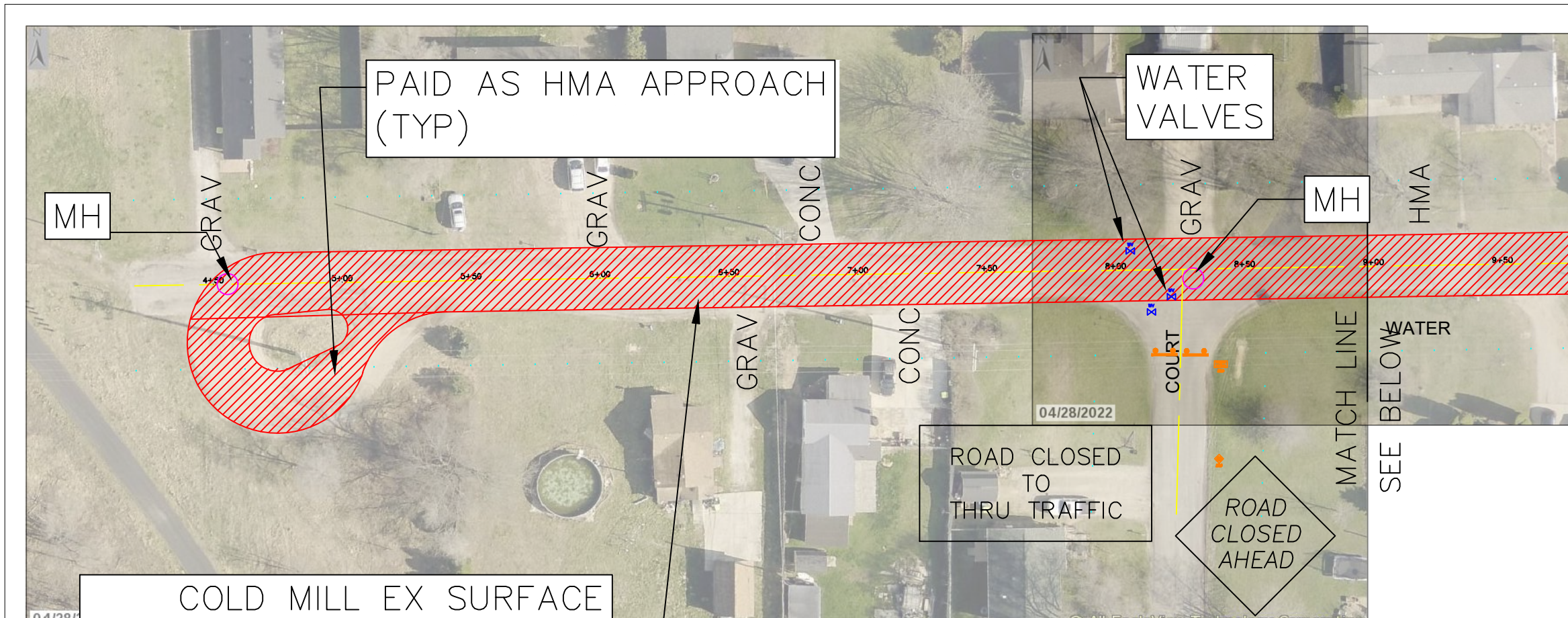


PROJECT
PEARL
6
SHEET NO.

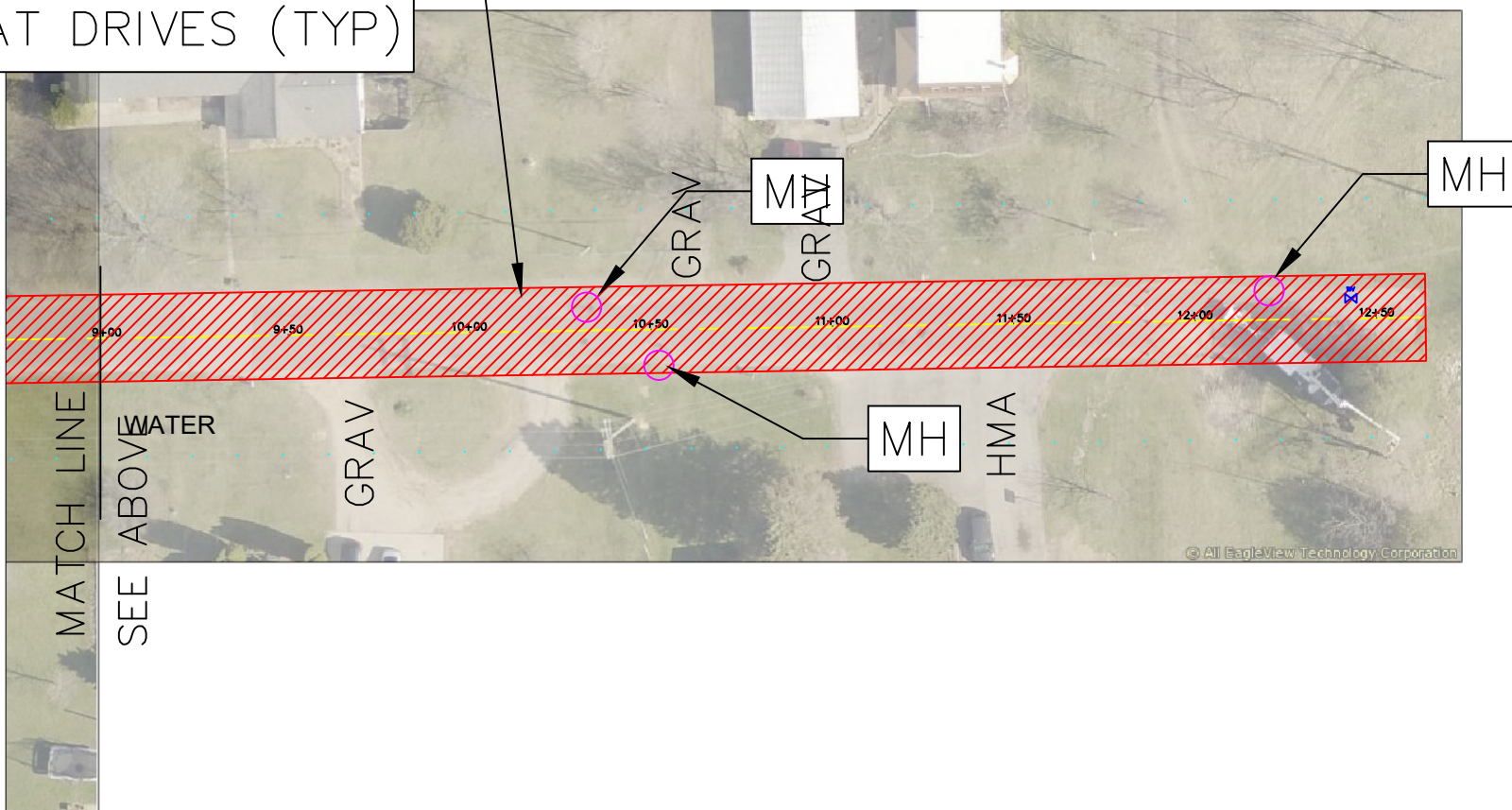
LOCAL STREET RESURFACING
PEARL STREET STA 0+52 TO 3+92


[illegible]

CITY OF GREENVILLE
ENGINEERING DEPARTMENT
 411 S. LAFAYETTE, GREENVILLE, MI 48838
 TELEPHONE (616) 754-5645



COLD MILL EX SURFACE
AGG BASE CONDITIONING
3" HMA @ 2% CROSS SLOPE
MATCH AT DRIVES (TYP)





CITY OF GREENVILLE
ENGINEERING DEPARTMENT
411 S. LAFAYETTE, GREENVILLE, MI 48838
TELEPHONE (616) 754-5645

REV	DATE	BY	REVISIONS
1		DH	

REVISIONS IN ACCORDANCE WITH CONSTRUCTION RECORDS

**LOCAL STREET
RESURFACING**

WATER STREET STA 4+40 TO 12+63

PROJECT MGR.	DATE
DWH	1/17/23

DRAWN BY	EDIT 2
DWH	

DESIGNED BY	EDIT 3
DWH	

CAD FILE: Local Resurface

SCALE: 1" = 50'

HORIZONTAL SCALE: NONE

VERTICAL SCALE: NONE

PROJECT: **WATER**

SHEET NO. **8**