



July 13, 2015

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Monday, July 27, 2015 at 10:00 a.m.** for the following:

2015 PREVENTATIVE MAINTENANCE CRACK SEALING PROJECTS
(specifications attached)

If the specifications are obtained from the City's website link at: http://www.traversecitymi.gov/bids_and_rfps.asp, it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to jdalton@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified.

You must indicate on the outside of the sealed envelope that the bid is for the **"2015 Preventative Maintenance Crack Sealing Project."**

You must submit **TWO (2) COPIES OF THE BIDS** to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Mark Jones, Streets Superintendent at (231) 922-4900, ext. 112 before the bid is submitted.

PLEASE SUBMIT BID TO:

Julie Dalton, Purchasing Agent
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted to Julie Dalton, Purchasing Agent, City of Traverse City, Governmental Center, Second Floor, 400 Boardman Avenue, Traverse City, Michigan, 49684, **no later than 10:00 a.m. on Monday, July 27, 2015.**
2. All bids must be submitted in a sealed envelope and clearly marked **“2015 Preventative Maintenance Crack Sealing Projects.” TELEFAXED AND E-MAIL BIDS ARE NOT ACCEPTABLE.**
3. The bid form(s) must be completed and signed by an authorized representative of the Bidder.
4. The City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the bid which in its opinion is in the best interests of the City. The Contractor will be required to sign a Contractors Agreement with the City (Draft Attached) following award of work.
5. All bids must remain firm for a period of thirty (30) days following the City's receipt of the bid.
6. Payment shall be paid within 30 days of satisfactory completion of project. It is the Vendor's responsibility to submit an invoice to the City of Traverse City.

The City's standard practice is to run checks for the payment of bills received, on the 10th and 25th day of each month. In order to receive payment on the 10th or 25th of the month, the Vendor shall submit an invoice for all work completed up to the fifth or twentieth day of the month to the Department of Public Services, 625 Woodmere Avenue, Traverse City, Michigan, 49686. This normally allows enough time for the City to review and approve the Vendor's invoice and process it for payment. Failure of the Vendor to properly submit invoices by the fifth or twentieth day of the month may be cause for the City to postpone payment of the invoice until the next scheduled run of checks.

The City may withhold any portion of payment as necessary from loss on account of:

- Defective work not remedied, or
- Failure of Vendor to make payments properly to subcontractors for material or labor, or
- Damage to another Vendor, or
- Damage to City Property, or
- “New Requirement” not fulfilled after completion of job (See specification #7).

7. Proof of pre-qualification by the Michigan Department of Transportation is required. Proof of pre-qualification of the successful bidder by the Michigan Department of Transportation shall be submitted as requested by the City prior to award of the bid.

8. The City reserves the right to delete 50% of the work without reducing the unit cost.
9. Standards. All work shall be done in accordance with current Michigan Department of State Highways Specifications and the Michigan Manual of Uniform Traffic Control Devices unless otherwise indicated.
10. Completion. Work is to be completed before September 19, 2015, except as noted otherwise.
11. Experience. Bidders shall be experienced in this type of work and evidence of bidder's qualifications may be requested.
12. Insurance: The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Vendor is required to name the City as additional insured, and shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Vendor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.
 - A. Commercial General Liability. The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Contractor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.
 - B. Pollution/Environmental Liability. The Contractor shall acquire and maintain pollution/environmental liability insurance coverage on a "per occurrence" basis in the amount of \$1,000,000 per occurrence with the City being named as additional insured.
 - C. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.
13. Traffic Control. Traffic shall be maintained during the Vendor's operations in accordance with the current Michigan Manual of Uniform Traffic Control Devices. No crack sealing will be done between 7:00-9:00 AM and 4:00-6:00 PM on the City's major streets.

SPECIFICATIONS FOR
OVERBAND CRACK SEALING

A. Description. This work consists of furnishing all labor, equipment and materials necessary for the treatment of cracks in bituminous pavements by the Overband Crack Fill Method. The Overband Crack Fill Method consists of cleaning the crack in bituminous pavements and placing the specified materials into and over the crack to eliminate water.

B. Materials. Overband Crack Fill Method: The overband crack filler shall be composed of a mixture of polymer modified asphalt cement and polyester fibers by weight in the following proportions:

Polyester Fibers	5%+-0.5%
Polymer Modified Asphalt Cement	Remainder

1. Polymer Modified Asphalt Cement: A Type D Certification is required for this material. The Polymer Modified Asphalt Cement shall meet the following requirements:

Test		
R&B Softening Point, °C	80 min	ASTM D-36
Elastic Recovery, 25° C, 10cm pull	85% min	
Ductility, 25° C, 5cm/min, cm	40 min	ASTM D-113
Force Ductility, 25° C, 30-40 cm	8.0 lbs/in ² min	ASTM D-113*

*ASTM D-113 modified with the addition of a load cell to the standard ductility apparatus and using straight-sided molds. The load cell records in pounds per square centimeter. Readings are multiplied by 6.45 to yield pounds per square inch force required to extend the sample.

2. Polyester Fibers. The basis of acceptance of this material is Type D Certification as defined in Section C of the MDOT Material Quality Assurance Manual. The polyester fibers shall meet the following requirement:

Lengths	6.4mm +-0.05
Crimps (ASTM D-3937)	None
Tensile Strength (ASTM D-2256)*	480 Mpa minimum
Denier, (ASTM D-1577)*	3.6 to 6.0
Specific Gravity	1.32 to 1.40
Melting Temperature	245° C minimum
Ignition Temperature	540° C minimum

*This data must be obtained prior to cutting the fibers.

C. Equipment

1. Compressed air system. A compressed air system shall be used for crack preparation. The compressed air equipment shall be able to produce continuous, high-volume, high-pressure, dry air. The air compressor shall be equipped with a moisture separator to remove any oil and water from the air supply. The compressor shall be capable of producing a minimum of 180 psi and a continuous 90 CFM airflow.

2. Melter Applicator. The melter applicator producing batches of not less than 5000 pounds shall be a double boiler kettle equipped with pressure pump, hose and applicator wands. The material hose shall be equipped with material shut-off control. A mechanical full-sweep Bi-directional agitator shall be located in the kettle to assure continuous blending. The unit shall be equipped with accurate thermometers to monitor the material temperature and the heating oil temperatures. The unit's thermostatic controls shall allow the operator to regulate material temperatures up to 400° F.

3. Application Wand. The material may be applied with a wand followed by a "V" or "U" shaped squeegee or by a round application head having a concave underside. The width of applications shall be 3" for standard coverage. With prior written approval of the Street Superintendent, the application width may be increased to a maximum of 6" to provide complete coverage over multiple crack areas. The applied sealant thickness shall be 1/8" ± 1/16".

4. Heat Lance. A heat lance may be used to assure that no residual moisture is present in the crack or on the road surface where the overband is to be applied. At no time shall the contractor attempt to seal pavement that is soaked by drying the pavement with the heat lance.

D. Construction Methods.

1. Weather Limitations. No material shall be placed unless the pavement temperature is 40° F or greater. Material shall not be placed if there is moisture in the crack.

2. Preparation of Surface. Cleaning of cracks will be performed by using compressed air and any other tools necessary to remove all loose dirt, vegetation and foreign materials. The crack must be dry and thoroughly clean when the material is applied. The compressed air blowing shall be conducted no more than 10 minutes ahead of the filling operation.

3. Mixing Procedures. The components shall be added to the asphalt cement thoroughly mixed in the kettle. The temperature of the material shall not exceed 400° F.

4. General. Overband Crack Fill: When no other surface treatment will be applied to the pavement, fill all visible cracks in the surface area of the roadbed unless otherwise specified. Payment for crack sealing will be the centerline length of road section as listed in the attached 2015 Crack Seal Project List times the unit price for said section. Lane number or road width will not be taken into account and should be factored into unit price accordingly.

5. Documentation Provided by the Contractor. The Contractor shall provide the Street Superintendent, on a daily basis, a report with the following information:

Date, air temperature (F), weather in AM and PM, beginning and ending locations for the day, to include lane and direction, material certifications and amounts used (at completion of project), traffic control typical used, number of traffic control moves, and checks unique or different situations on the project, contractor's representative's signature.

6. Pre-Construction Meeting. A Pre-Construction Meeting between the Contractor and the Street Superintendent will be held prior to beginning of any work. The Agenda for the meeting will include a review of:

The Contractor's detailed work schedule, the traffic control plan, submittal of documentation to the project office.

7. Protecting the Work. Traffic shall not be permitted on the overband crack filler until the material has cooled sufficiently to prevent tracking. Any damage by traffic to the treated pavement areas shall be repaired by the Contractor at no expense to the City. If the existing pavement markings are obliterated as a result of the crack treatment work, temporary pavement marking shall be placed before the roadway is opened to traffic, at the Contractor's expense. Any damage to private vehicles caused by crack sealing operation shall be covered by Contractor.

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CITY OF TRAVERSE CITY
CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Contractor");

WHEREAS, the City desires to engage the services of the Contractor to furnish technical and professional assistance concerning the project which is described as:

2015 PREVENTATIVE MAINTENANCE CRACK SEALING PROJECTS

and the Contractor wishes to furnish such technical and professional service to the City and has represented that the Contractor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.

- A. Notice
- B. Request for Proposals/Bids
- C. Contractor's Proposal/Bid
- D. Schedule of Payments
- E. Timetable for Activities

2. Scope of Services. The Contractor shall provide services in accordance with and as set forth in the Agreement documents.

3. Compensation and Method of Payment. The City shall pay to the Contractor and the Contractor agrees to accept as full compensation for services under this Agreement the total sum of \$ _____ in accordance with the Schedule of Payments.

4. Period of Performance. The services to be rendered under this Agreement shall commence within ten working days of execution hereof. This Agreement may be renewed for two additional years, in one-year increments subsequent to the initial 2015-2016 contract year, if the price remains the same and the service remains satisfactory as determined by the City. Performance shall be in accordance with the Timetable for Activities.

5. Independent Contractor. The relationship of the Contractor to the City is that of an independent contractor and in accordance therewith, the Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents

will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Contractor to be a joint venture.

6. The Contractor's Responsibility. The Contractor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Contractor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under this Agreement or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Contractor shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Contractor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Contractor to comply with the provisions of this Agreement. The Contractor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Contractor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

10. Insurance. The Contractor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Contractor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Contractor is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Contractor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Contractor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Contractor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Pollution/Environmental Liability. The Contractor shall acquire and maintain pollution/environmental liability insurance coverage on a "per occurrence" basis in the amount of \$1,000,000 per occurrence with the City being named as additional insured.

C. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Contractor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Contractor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Contractor with all information currently available to the City upon request of the Contractor. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of

employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Contractor because of its ability and reputation and none of the Contractor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Contractor's duties under this Agreement must be in writing.

16. Third Party Participation. The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services related to the completion of this project, the Contractor shall be solely responsible for carrying out the project pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the project unless the City Manager and the Contractor agree to modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Contractor. The Contractor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services and duties hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Contractor. The Contractor specifically represents and agrees that its officers, employees, agents and consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to

the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Contractor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Contractor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Contractor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Contractor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration according to the rules and procedures of the American Arbitration Association or a similar agreed to organization or arbitrator. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator

must direct the parties to mediation before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Contractor. Copies of the City-furnished data that may be relied upon by the Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Contractor are only for convenience of the Contractor. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Contractor. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Contractor. Files on electronic media of text, data or graphics or of other types that are furnished by the Contractor to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Contractor's seal or the identification of the Contractor in the title block.

30. Freedom of Information Act. The Contractor acknowledges that the City may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Contractor shall not be held liable for any reuse of the documents prepared by the Contractor under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Contractor recommend further work concerning the project, the City is under no obligation to engage the Contractor in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By _____
Michael Estes, Mayor

By _____
Benjamin C. Marentette, City Clerk

APPROVED AS TO SUBSTANCE:

Martin Colburn, City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

CONTRACTOR

By _____
Signature

Name and Title (print or type)

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SCOPE OF SERVICES

[Request for Proposals/Bids and the Contractor's Proposal/Bid inserted here]

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SCHEDULE OF PAYMENTS

Payments may be made to the Contractor after satisfactory service and upon receipt of a valid invoice approved by the City.

Final payment shall be made upon completion of all the Contractor's services. Total payment including expenses shall be \$_____.

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TIMETABLE FOR ACTIVITIES

The Contractor's services shall commence within ten working days after execution of this Agreement. The schedule of activities shall follow the City's Request for Proposals/Bids and the Contractor's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than September 19, 2015.

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Bidder - Please complete and return

BID SUMMARY

TITLE: 2015 Preventative Maintenance Crack Sealing Projects

DUE DATE: Monday, July 27, 2015 AT 10:00 AM

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order / Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in

the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Having read and clearly understood the instructions to bidders, specifications for crack sealing, quantity estimated and being thoroughly familiar with the work to be performed, I/we hereby submit the following bid as Exhibit A (attached).

EXHIBIT "A"

CITY OF TRAVERSE CITY 2015 CRACK SEAL PROJECT LIST

TOTAL BID FOR PROJECT, ITEMS 1 – 64, INCLUSIVE:

\$ _____

_____ **DOLLARS**

(write in amount)

Bidder agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

Fax

City, State, Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES: (include name of organization, address, contact person, daytime phone number, and length of time services have been performed).

1. _____

2. _____

SUBCONTRACTORS: (include name of organization, address, contact person, daytime phone number, and services to be performed).

1. _____

2. _____

CITY OF TRAVERSE CITY 2015 CRACK SEAL PROJECT LIST

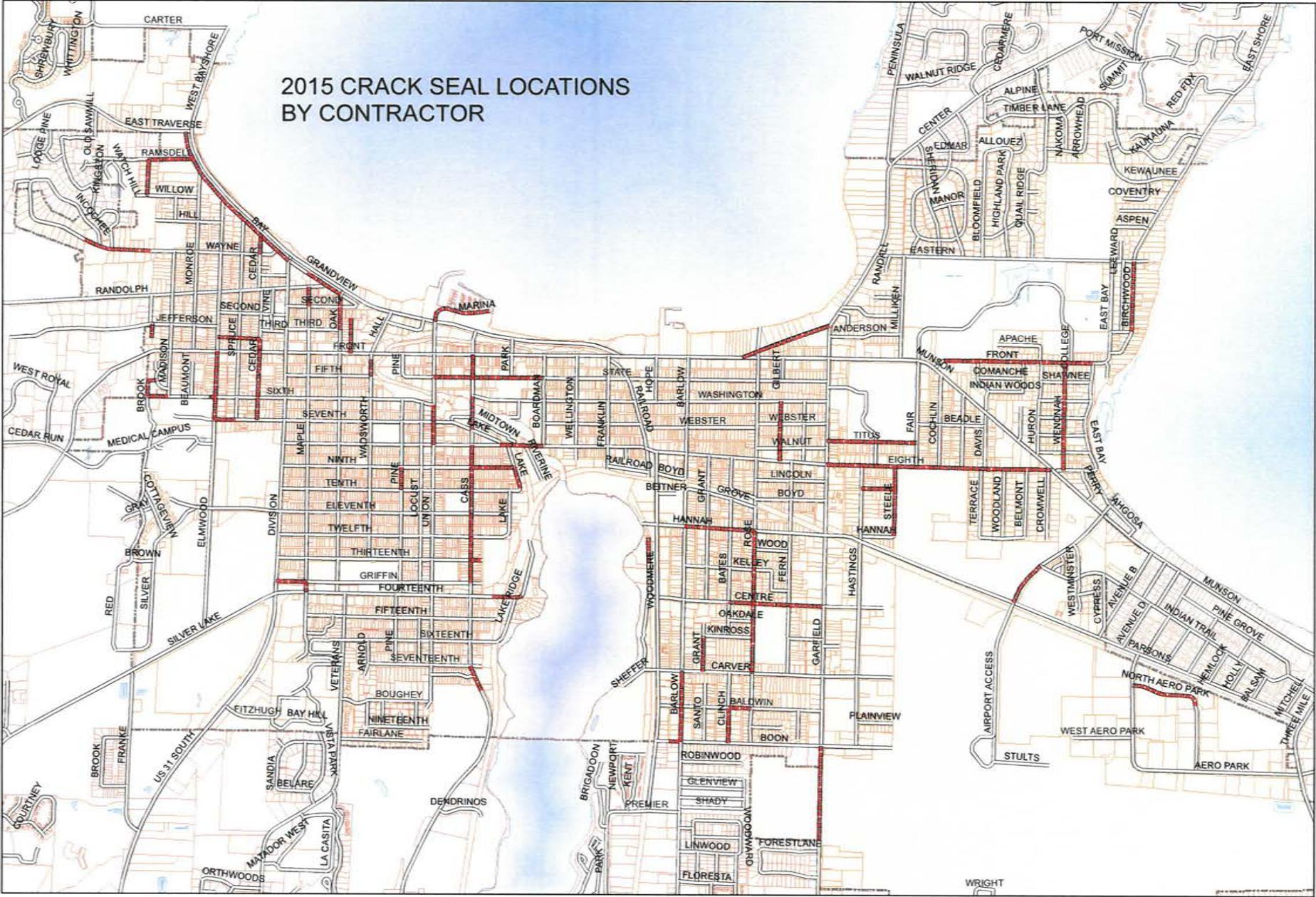
ITEM NO.	EST. QTY.	UNIT	STREET NAME	BEGINNING	END	PASER RATING	UNIT PRICE	TOTAL PRICE
1	0.153	c/l miles	3rd St	N Elmwood Ave	N Cedar St	9		
2	0.103	c/l miles	Bay St	M 72	Ramsdell St	9		
3	0.320	c/l miles	Bay St	N Elmwood Ave	N Division St	9		
4	0.136	c/l miles	Bay St	N Maple St	N Oak St	9		
5	0.081	c/l miles	Cass Rd	Griffin	E 13th St	9		
6	0.068	c/l miles	N Cedar St	Wayne St	Bay St	9		
7	0.292	c/l miles	S Cedar St	7th St	3rd St	9		
8	0.088	c/l miles	Centre Pl	Highlander-Boardman Lake Apts.	North end cul-de-sac	9		
9	0.127	c/l miles	Cherokee St	Willow St	Ramsdell St	9		
10	0.251	c/l miles	East Shore Rd	Western	Eastern Ave	9		
11	0.122	c/l miles	Gillis St	W Front St	Terminus	9		
12	0.107	c/l miles	W Griffin St	S Division St	S Maple St	9		
13	0.041	c/l miles	Hillcrest Ct	Jefferson Ave	Terminus	9		
14	0.037	c/l miles	S Maple St	14th St	Griffin	9		
15	0.122	c/l miles	N Oak St	3rd St	Bay	9		
16	0.215	c/l miles	Prospect St	E 8th St	Washington St	9		
17	0.158	c/l miles	Ramsdell St	Bay St	Cherokee St	9		
18	0.386	c/l miles	Wenonah St	E 8th St	E Front St	9		
19	0.094	c/l miles	N West Silver Lake Rd	Great Lakes Central Railroad	Dead End or Start	9		
20	0.076	c/l miles	6th St	Brook St	S Madison St	8		
21	0.178	c/l miles	Bay St	Ramsdell St	Elmwood	8		
22	0.058	c/l miles	Brook St	6th St	Elder St	8		
23	0.081	c/l miles	Cass Rd	E 13th St	E 12th St	8		
24	0.241	c/l miles	Cass Rd	11th	8th	8		
25	0.030	c/l miles	Elder St	Brook St	Circle Ave	8		
26	0.129	c/l miles	Grant St	Carver St	Kinross St	8		
27	0.076	c/l miles	Lake Ave	proj limits	E 9th St	8		
28	0.071	c/l miles	S Maple St	Randolph St	Randolph St	8		
29	0.312	c/l miles	Peninsula Dr	E Front St	N Garfield Ave	8		
30	0.029	c/l miles	N West Silver Lake Rd		Great Lakes Central Railroad	8		
31	0.210	c/l miles	E Front Street	Indian Woods	Apache Pass	8		
32	0.228	c/l miles	Marina Drive	Grandview Parkway	NE'y terminus	8		
33	0.507	c/l miles	Rose St	Carver St	Hannah Ave	7		
34	0.256	c/l miles	E State St	Cass Rd	Boardman Ave	7		
35	0.250	c/l miles	Steele St	Hannah Ave	E 8th St	7		
36	0.317	c/l miles	Titus Ave	S Garfield Ave	Fair St	7		

CITY OF TRAVERSE CITY 2015 CRACK SEAL PROJECT LIST

ITEM NO.	EST. QTY.	UNIT	STREET NAME	BEGINNING	END	PASER RATING	UNIT PRICE	TOTAL PRICE
37	0.038	c/l miles	W 13th St	Cass Rd	Terminus	7		
38	0.151	c/l miles	W 9th St	Cass Rd	Lake Ave	7		
39	0.244	c/l miles	Airport Access Rd	Parsons Rd	Indian Trail	7		
40	0.125	c/l miles	Barlow St	Boon St	Baldwin St	7		
41	0.045	c/l miles	Boon St	alley	Barlow	7		
42	0.240	c/l miles	Cass Rd	650 feet south of Fairway Hills Dr.	11th	7		
43	0.124	c/l miles	Centre St	Fern St	Garfield Rd	7		
44	0.245	c/l miles	S Elmwood Ave	7th	West Front Street	7		
45	0.310	c/l miles	E Front St	250' East of Munson Avenue	South East Bay Blvd.	7		
46	0.250	c/l miles	Hannah Ave	Grant St	Rose St	7		
47	0.122	c/l miles	Oakland St	Hastings St	Steele St	7		
48	0.008	c/l miles	E Front St	Indian Woods (west)	Indian Woods (east)	7		
49	0.130	c/l miles	Barlow St	Baldwin St	Carver St	6		
50	0.330	c/l miles	S Garfield Rd	Boon Street	200' North of N Forest Lane	6		
51	0.252	c/l miles	North Aero Park Ct	Attribute Change	Aero Park Dr	6		
52	0.076	c/l miles	7th St	S Elmwood Ave	S Spruce St	6		
53	0.157	c/l miles	E Eighth St	Lake Ave	Boardman Ave	6		
54	0.173	c/l miles	E Eighth St	S Garfield Ave	South Civic Center Dr	6		
55	0.151	c/l miles	E Eighth St	Davis St	Belmont Dr	6		
56	0.124	c/l miles	Cass Rd	Lake Ave	Washington St	6		
57	0.081	c/l miles	Cass Rd	E State St	E Front St	6		
58	0.215	c/l miles	Centre St	Bates St	Fern St	6		
59	0.080	c/l miles	Wadsworth St	Fifth St	new construction south of W. Front	6		
60	0.139	c/l miles	E State St	S Union St	Cass St	5		
61	0.192	c/l miles	Wayne St	150' West of Incochee	Willow Hill School entry drive	5		
62	0.389	c/l miles	E Eighth St	South Civic Center Dr	Davis St	5		
63	0.091	c/l miles	E Eighth St	Belmont Dr	Munson Ave	5		
64	0.079	c/l miles	Pine St	W 10th St	W 9th St	4		

TOTAL 10.511 c/l miles

TOTAL _____



2015 CRACK SEAL LOCATIONS BY CONTRACTOR



2015 PROPOSED CRACK SEAL TREATMENT LOCATIONS



NOT TO SCALE
7-10-15
JPT

This map is based on digital data and is not a substitute for a field inspection. The City cannot accept any responsibility for errors or omissions in this map. There are no warranties or guarantees made.