

**INVITATION TO BID**  
**FOR**  
**CITY STREETS – CRACK SEALING 2022**



**CITY OF IONIA**  
**114 N. KIDD STREET**  
**PO BOX 496**  
**IONIA MI 48846**  
**(616) 527-4170**

**June 13, 2022**

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## **I. GENERAL CONDITIONS**

All information requested of the vendor shall be entered into the appropriate space on the bid forms as specified. Failure to do so may result in a bid being deemed non-responsive. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before bid submission. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the bid closing time will not be accepted.

Time of delivery/installation shall be stated as the number of calendar days following receipt of notice of bid award by the selected vendor until receipt of the goods/services by the city. Time of delivery/installation may be considered as a determining factor in the award decision. Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimates and the city reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

All prices will remain in effect for at least 120 days to allow for review/approval by the Ionia City Council and then remain firm for the length of the contract from date of award by the Council. Bids shall include all charges for delivery, packing, etc. unless otherwise stated in the bid document. The city is not responsible for and will not pay any fuel surcharges during the term of the contract. Unit prices bid shall include delivery.

### **Bid Submission and Terms**

Please read these instructions carefully. Bids may be disqualified if not submitted as detailed below.

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 be presented in a sealed envelope and clearly contain on the outside of the sealed envelope the notation: **CITY STREETS – CRACK SEALING 2022.**

To be considered, all bids must be submitted and received in the **Ionia City Manager's Office** by the date and time specified, which is **Tuesday, June 28, 2022 by 3:00 PM.** No late, emailed, faxed or telephone bids will be accepted. The city reserves the right to postpone the bid opening for its own convenience.

The city further reserves the right (1) to accept or reject any bid, or any part thereof, (2) to waive any irregularity in a bid, (3) to accept the bid that is in the best interest of the city, (4) to reduce or eliminate this purchase without prior notice, and (5) to issue post-bid addendums to clarify or request additional information including pricing. The undersigned hereby agrees that if the foregoing proposal shall be accepted by city, the successful bidder will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such bid proposal, provide proof of insurance and enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the pricing provided in the attached cost proposal.

Bid Default – In case of default by the bidder or contractor, the City of Ionia may procure the articles or services required by this agreement from other sources and hold the successful bidder responsible for any excess costs.

Hold Harmless – The successful bidder 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 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.

W-9 Form – Successful bidder agrees to complete and place on file annually or as otherwise required by the city, a federal W-9 Form, “Request for Taxpayer Identification Number and Certification.”

Proof of Insurance – The successful bidder agrees to provide proof of insurance, naming the City of Ionia as an additional insured, as specified in **Appendix A**.

## **II. PERFORMANCE BOND (Surety or Cash Performance Bond) – Only required for bids in excess of \$50,000**

**Surety Performance Bond** – As required by Michigan law (the Michigan Contractor’s Bond for Public Buildings or Works Act), the contractor whose bid is accepted **in excess of \$50,000** shall furnish a performance bond at its own expense with a company acceptable to the city in the full amount (100%) of the award. The bond shall be made payable to the City of Ionia. The performance bond shall serve as security for the faithful performance of this contract including any maintenance or warranty provisions and for the payment of all persons performing labor or furnishing materials in connection with this contract. Premiums for the performance bond shall be paid by the contractor. If at any time the city shall be dissatisfied with any surety or surety bond or performance bond, or if for any other reasons such bond shall cease to be adequate security for the city, the contractor shall within ten (10) days after notice from the city to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the city. The premiums on such substitute bond shall be paid by the contractor. The performance bond shall remain in full force and effect during the life of the contract and during the term of any warranty or maintenance required by the specifications.

The contractor may not commence work until the performance bond has been received and approved by the city.

**Cash Performance Bond** – Contractor shall be allowed to provide a cash performance bond in lieu of the surety performance bond listed above.

**\*\*\*All bidders submitting a bid above \$50,000 shall include a letter from their bonding agent (labeled Exhibit A) and submit it with their bid documents, indicating that upon award of the contract, they will be able to secure a performance bond and maintenance and guarantee bond.**

### **III. SPECIFIC INSTRUCTION TO BIDDERS**

1. To submit a valid bid, each bidder **must complete and return this entire packet with required attachments and authorized signatures**. 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 contractually. **Any proposal not properly executed or missing any required information as specified herein will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. To receive consideration, bids must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are required to use the proposal form furnished by the city when submitting their proposal. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid, which is **CITY STREETS – CRACK SEALING 2022**.
4. 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.
5. Proposals should be mailed or delivered to the city manager's office at Ionia City Hall, 114 N. Kidd Street, PO Box 496, Ionia MI 48846.
6. Special conditions, if any, included in this document shall take precedence over any conditions listed under General Conditions or Specific Instructions to Bidders.
7. Bodily injury, property damage, liability, and worker's compensation insurance – As part of its bid response, the contractor shall attach copies of valid certificates of insurance as evidence that the contractor carries adequate insurance satisfactory to the city (see Appendix A for required insurance types and minimum liability limits). Upon execution of the contract, contractor shall provide copies of the same insurance, but with the addition of City of Ionia named as an additional insured party.

#### **IV. GENERAL SPECIFICATIONS/SCOPE OF PROJECT AND SAFETY**

The City of Ionia is seeking sealed bids from qualified contractors for crack sealing of city streets as specified on the enclosed bid sheet list. Any questions regarding these work specifications shall be directed to Gary Cunningham, Public Works Director at 616-527-5786 or [gcunningham@ci.ionia.mi.us](mailto:gcunningham@ci.ionia.mi.us).

##### **GENERAL SPECIFICATIONS**

1. Contractor is responsible for inspecting all streets listed for crack filling to properly evaluate the extent of work required prior to submitting his/her bid.
2. Material used for crack sealing must be an ASTM/MDOT approved sealant, specifically designed for crack sealing of streets. The sealant will be heated and placed in accordance with ASTM/MDOT/manufacture's specifications, with material penetrating the full depth of the crack. The entire crack width opening must also be filled. Crack fill material must not track when the job is completed and must also remain pliable to flex as necessary during temperature changes.
3. All cracks and separations in the asphalt pavement greater than 1/8 inch in width or one foot in length or greater shall be sealed. Contractor shall clear all loose material using 100 P.S.I. from cracks prior to installing sealant. Cracks must be dry prior to placing sealant. It shall be the contractor's responsibility to protect the sealant from traffic until it has cured.
4. Contractor shall erect signs, barricades and otherwise use proper traffic controls while conducting crack filling work.
5. Contractor shall warranty his/her crack sealing work for no less than one year from date of installation.
6. Contractor shall provide bid pricing that is all-inclusive of the scope of work. Any hidden conditions that arise during work that were not foreseeable prior to bidding shall be handled by change order, which shall be agreed to by the City and the contractor before any extra work commences. In the event the City requests additional streets be crack sealed, such additional work shall also be handled via change order.
7. Contractor shall complete all work as specified, within 30 days of receipt of Notice of Bid Award.

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be performed by personnel skilled in their respective lines of work.

Contractor shall be responsible for insuring products, materials, and equipment used or brought to the project against all risks of loss, including completed operations, loss of use or business interruption. The city will not be responsible for any loss suffered by contractor.

Storage, vehicle and equipment staging, and other ground operations shall be reviewed and approved by the city in advance at all times.

Contractor shall be responsible for damage to the city's premises that may be caused by his work. Should damage occur as a result of the contractor's work, the contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the city shall repair and/or replace the damaged area and charge the contractor or deduct the amount from the contractor's payment.

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 his particular work. Contractor shall deliver to the city certificates of inspection where such are required. All federal, state and local taxes, when applicable are the responsibility of the contractor and should be included in the bid price. However, the city is tax exempt and state sales taxes should not be included as part of the bid.

Partial payments shall be made at the discretion of the city manager. The city reserves the right to withhold payments until acceptance of the work completed as specified by invoice.

#### **SAFETY**

The contractor shall perform all work in accordance with the "General Safety Rules and Regulations for the Construction Industry" as promulgated by MIOSHA.

The contractor shall perform all work in accordance with applicable local, state, and federal laws, rules, regulations and zoning and building codes, as well as MIOSHA guidelines in effect at the time of the project. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and all other safety/traffic control equipment required to protect the public, employees, surrounding areas, equipment, and vehicles.

Upon request, contractor shall provide a copy of his written Safety Program for review by the city.

In the event of an emergency affecting the safety of persons or property, contractor shall act immediately to prevent threatened loss or damage. The contractor shall immediately stop any activity or operation affecting safety until the situation is corrected.

**V. BID FORM: CITY OF IONIA CRACK SEALING**

The undersigned hereby declares that the instructions and specifications, including all appendixes, have been carefully examined, and that crack sealing of the specified City of Ionia street segments will be done for the price set forth in this bid. It is understood and agreed that all bid pricing shall remain in effect for at least one hundred twenty (120) days from the date of the bid opening to allow for the award of the bid and that if chosen the prices bid will remain firm. The undersigned bidder further agrees and understands that the City of Ionia reserves the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the city.

Bidding Company \_\_\_\_\_

Address/City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Authorized Representative/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**City of Ionia, MI – City Streets Crack Sealing Schedule of Work:**

Location	Segment	Length	Bid
Lovell St	Lincoln Ave to Washington St	730 ft	\$ _____
Skyview Dr	Lincoln Ave to Highland Dr	1,150 ft	\$ _____
Highland Dr	Skyview Dr to Melody Ln	520 ft	\$ _____
Melody Ln	Highland Dr to Southview Dr	360 ft	\$ _____
Southview Dr	Melody Ln to Skyview Dr	530 ft	\$ _____
Bliss St	Jackson St to Jefferson St	715 ft	\$ _____
<b>TOTAL BID</b>			<b>\$ _____</b>

Length of time to project completion (in days) \_\_\_\_\_

Estimated start (in number of days) after receiving notice of award \_\_\_\_\_

Additional Questions required to complete bid form:



1. How is your company organized (corporation, partnership, etc.) and how long have you been in business? List the name and contact information for the owner, president, managing partner or CEO.

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2. Please provide the name and work experience of the project site supervisor you are assigning to this contract. This supervisor will be the main contact for the city and will oversee contract compliance, timeliness and work quality.

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3. Has your company had a similar contract terminated for cause within the last three (3) years? If yes, please explain.

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4. Please provide the names, phone numbers and email addresses of at least three customers for whom you have performed demolition services within the last five years. If possible, these customers should be governmental or public entities:

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**VI. NON-IRAN LINKED BUSINESS CERTIFICATION**

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, Missaukee City must obtain certification from the vendor that it is not an "Iran-Linked Business."

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran-Linked Business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the city in this regard.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
(printed name and title)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**AGREEMENT**  
**(to be executed after bid award)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between City of Ionia, a Michigan municipal corporation and \_\_\_\_\_ doing business as an (individual), or (a partnership), or (a corporation) hereinafter called "Contractor,"

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

1. The CONTRACTOR will commence and complete:

**CITY OF IONIA – CITY STREETS CRACK SEALING**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other service necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 5 (five) calendar days after the date of the NOTICE TO PROCEED and will complete the same on or before August 31, 2022 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all 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) General Conditions
  - (B) Performance Bond
  - (C) Specific Instructions to Bidders
  - (D) General Specifications/Scope of Project & Safety
  - (E) Bid Proposal Form
  - (F) Non-Iran Linked Business Certification
  - (G) Agreement
  - (H) Appendix A – Insurance Requirements
  - (I) Appendix B – Bidder's Checklist
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 Ionia

BY \_\_\_\_\_

Name Precia Garland

Title City Manager

WITNESS \_\_\_\_\_

Name \_\_\_\_\_  
(please print)

CONTRACTOR:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(please type)

Address \_\_\_\_\_

\_\_\_\_\_

WITNESS \_\_\_\_\_

Name \_\_\_\_\_  
(please print)

## Appendix A – Insurance Requirements

Upon notice of bid award, the successful bidder shall provide proof of insurance that includes the following specifications and follows this general form:

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This is to certify that the following endorsement is part of the policies described below:

NAMED INSURED (CONTRACTOR)	COMPANIES OFFERING COVERAGE
ADDRESS	A. B. C.

It is hereby understood and agreed that the City of Ionia, 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:

### CITY OF IONIA – CITY STREETS CRACK SEALING

It is further agreed that the following indemnity agreement between the city of Ionia 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 that 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.

The contractor, or any of its subcontractors, shall not commence work under this contract until it has 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 Ionia. The requirements below should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retentions are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. Workers Compensation Insurance including Employer’s 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 million per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability Coverage; (b) Products and Completed Operations Coverage; (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 million 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 Ionia, all elected and appointed officials, all employees and volunteers, all boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Ionia as additional insured, coverage afforded is considered to be primary and any other insurance City of Ionia 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) day notice for non-payment of premium is required and a thirty (30) day notice is required for non-renewal, reduction, and/or material change, shall be sent to: City Manager, City of Ionia, 114 N Kidd St, PO Box 496, Ionia MI 48846.
6. Proof of Insurance Coverage – The contractor shall provide to the City of Ionia at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements.

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 Ionia at least ten (10) days prior to the expiration date.

**\*\*\*Proof of Insurance or Insurability Required with Bid Submission**

If the required insurance (with the exception of the Additional Insured endorsement) is already in place, please include a copy of the Certificate of Liability Insurance with your bid. However, if required insurance is not already in place when submitting bid, contractors shall include a letter from their insurance agent (labeled Exhibit B) indicating that they will be able to secure a Certificate of Liability Insurance upon award of the contract.

### Appendix B – Bidder’s Checklist

√	Checklist Items
	1. Completely reviewed this Invitation to Bid document and understand all requirements. Must return this full Invitation to Bid packet with completed bid forms and required attachments.
	2. Calendar check – bid must be submitted by Tuesday, June 28, 2022 at 3 PM.
	3. Required attachment – if bid exceeds \$50,000, letter from bonding agent indicating ability to secure a performance bond and maintenance/guarantee bond, labeled Exhibit A.
	4. Completed required bid form (pp 8-9) and returned within entire Invitation to Bid Packet.
	5. Completed required non-Iran linked business certification form and returned with entire Invitation to Bid Packet.
	6. Required attachment – proof of insurance or proof of insurability from insurance agent, labeled Exhibit B.