

**City of Lincoln Park
1355 Southfield
Lincoln Park, MI 48146**

INVITATION TO BID FOR CITY INFRASTRUCTURE SERVICES

To whom it may concern:

The City of Lincoln Park is accepting sealed bids for City Infrastructure Services. The City reserves the right to accept or reject any portion of bids. **The contract shall commence July 1, 2011 and continue for a term of three years.**

The purpose of this bid is to secure one or more companies to provide City infrastructure services. The City reserves the right to reject any/or all bids and to accept/reject partial bids. The City reserves the right to split any/all bids. The bid award may not be based solely upon the lowest pricing, other factors such as references, equipment, qualifications, and the needs of the City may be considered.

Insurance Requirements

All successful bidders must provide the City of Lincoln Park with a certificate of insurance that meets all City of Lincoln Park requirements. Bidder must also provide all licenses as required by law.

Subcontracting

The Contractor shall not subcontract any or all portions of the work unless prior written approval is granted by the City. Any subcontractor, so approved, shall be bound by all the terms and conditions. If you plan to use a subcontractor, you must include that firms rates along with yours.

Bidder Qualifications

The following must be included in your bid:

1. Please include 3 references with current contact information on past and/or current accounts.
2. Include a list of equipment that will be used to complete assigned work.
3. Number of years in the business

To demonstrate qualifications to perform the work, unless otherwise specified each Bidder must be prepared to submit within five days of the City's request written evidence of any information deemed necessary by the City for Bid evaluation, such as but not limited to financial data, previous experience, evidence of authority to conduct business in the jurisdiction where the Project is located, evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. Failure to submit any such data within the five days gives the City the right to finally reject the Contractor's Bid.

General Conditions

CHANGES IN THE WORK

1. Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes a decrease in the Contract Price, or a shortening of the Contract Time, an equitable adjustment will be made.
2. City may authorize changes in the work, which are reasonably required for the proper fulfillment of the contract.
3. Additional work performed without authorization will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
4. The City shall execute appropriate Change Orders covering changes in the work, which are required by the City or required because of emergencies or because of uncovering work found not to be defective or because of any other claim of Contractor for a change in the Contract Time or the Contract Price, which is recommended by a City Representative.
5. If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the City's sole responsibility to notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City without the need for the City requesting such proof.

CHANGE OF CONTRACT PRICE

1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at this expense without change in the Contract Price.

2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the City within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days of such occurrence unless the City allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by the City and the Contractor cannot otherwise agree on the amount involved.

3. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

*Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to **the provisions #9 General Conditions**)

*By mutual acceptance of a lump sum.

*On the basis of the Cost of the work (determined as provided in paragraphs 4 and general conditions #5) plus a Contractor's Fee for overhead and profit (determined as provided in #6 general conditions).

COST OF THE WORK

4. The term "Cost of the work" means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include and of the costs itemized in #5 General Conditions:

*The payroll costs for employees necessary for efficient and acceptable production in the direct employ of Contractor in the performance of the work under schedules of job classifications agreed upon by the City and Contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages, plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by the City.

Cost of materials and equipment furnished and incorporated in the work provided those materials and equipment are necessary for efficient and acceptable production as determined by the City.

Payments made by Contractor to the Subcontractors for work performed by Subcontractors. If required by the City, Contractor shall obtain competitive bids from Subcontractors acceptable to the Contractor and shall deliver such bids to the City who will then determine which bids will be acceptable. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the work Plus a Fee, the Subcontractor's Cost of the work shall be determined in the same manner as Contractor's Cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

5. The term "Cost of the work" shall not include any of the following:

*Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in #4 General Conditions -all of which are to be considered administrative costs covered by the Contractor's fee.

*Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

*Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractors for delinquent payments.

*Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same including additional Bonds and insurance required because of changes in the work.

*Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly applied and making good any damage to property.

*Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in #4 General Conditions.

6. The Contractor's fee allowed to Contractor for overhead and profit shall not exceed 15 percent of cost of labor and material.

7. The amount of credit to be allowed by Contractor to the City for any such charge which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

ADJUSTMENT OF UNIT PRICES

8. Whenever the cost of any work is to be determined pursuant to #4 and #5 of General Conditions, Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting data.

9. Where the quantity of work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such work indicated in the Contract Documents, an appropriate Change Order may be issued by the City to adjust the unit price.

ADDITIONAL SERVICES

10. Additional Service shall be the people of the Contractor, with the City coordinating their work.

In general, if the actual quantity of work is within 25 percent of the quantity indicated in the Contract Documents (whether more or less), the difference shall not be considered material or significant. For larger differences, the City's decision as to whether the amount of actual quantity of work is materially and significantly different from the quantity indicated on the Contract Documents is final.

CASH ALLOWANCES

11. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers, or distributors and for such sums within the limit of the allowances as may be acceptable to the City. Contractor agrees that the original Contract Price includes such sums, as Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the City within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days of such occurrence unless the City allows an additional period of time to ascertain more accurate data. The City shall determine all claims for adjustment in the Contract Time. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2. The Contract Time will be extended in an amount equal time lost due to delays beyond the control of Contractor if a claim is made. Such delays shall include, but not be limited to, acts or neglect by the City or others performing additional work or to fires, floods, epidemics, or acts of God, but not labor disputes or severe weather conditions.

12.3. All time limits for Contractor stated in the Contract Documents are of the essence to the City and are incorporated as such in the contract.

WARRANTY AND GUARANTEE

1. Contractor warrants and guarantees to the City that all work will be in accordance with the Contract Documents and will not be defective. All defective work, whether or not in place, may be rejected, corrected, or accepted.

TESTS AND INSPECTIONS

2. Contractor shall give the City's representative timely notice of readiness of the work for all required inspections, tests or approvals.

3. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the City the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the work.

4. If any work that is to be inspected, tested or approved is covered without concurrence of the City's representative, it must, if required by the City, be uncovered for observation. Such uncovering shall be at Contractor's expense.

5. Neither observations by the City nor inspections, tests, or approvals by the City, or others shall relieve Contractor from any of his obligations to perform the work in accordance with the Contract Documents.

CITY MAY STOP THE WORK

6. If the work is defective or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the City may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. Contractor shall incur all the expenses related directly or indirectly to such work stoppage.

CORRECTION OR REMOVAL OF DEFECTIVE WORK

7. If required by the City, Contractor shall promptly, without cost to the City, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by the City, remove it from the site and replace it with non-defective work without any extra in Contract Price.

ONE YEAR CORRECTION PERIOD

8. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to the City, and in accordance with the City's written instructions, either correct such defective work or, if it has been rejected by the City, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

ACCEPTANCE OF DEFECTIVE WORK

9. If, instead of requiring correction or removal and replacement of defective work, the City prefers to accept it, the City may do so. In such case, if acceptance occurs prior to the City's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to the City.

CITY MAY CORRECT DEFECTIVE WORK

10. If Contractor fails within a reasonable time after written notice to proceed to correct and to correct defective work or to remove and replace rejected work or if Contractor fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule), the City may, after seven days' written notice to Contractor, correct and remedy any such deficiency. The City may exclude Contractor for all or part of the site, take possession of all or part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporated in the work all materials and equipment stored at the site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, the City's representatives, agents and employees such access to the site as may be necessary to enable the City to exercise his rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against Contractor, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributed to the exercise by the City of the City's rights hereunder.

PAYMENTS TO CONTRACTOR AND COMPLETION

SCHEDULES

1. At least ten days prior to submitting the first Application for a progress payment, Contractor shall (except as otherwise specified in the General Requirements) submit to the City a progress schedule, a final schedule of Shop Drawing submission and, where applicable, a schedule of values of the work. These schedules shall be satisfied in form and substance to the City. The schedule of values shall include quantities and unit prices aggregating the Contract Price and shall subdivide the work into component parts. These schedules are submitted strictly as information that may help the City in scheduling and shall not be construed as binding the City to pay the Contractor in accordance with such values if used in the progress payment.

APPLICATION FOR PROGRESS PAYMENT

2. At least ten days before progress payment falls due (but not more often than once a month), Contractor shall submit to the City for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the Application and accompanied by supporting documentation. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment. **Retainage with respect to progress payments will be at least 10 percent, unless state law required otherwise.**

CONTRACTOR'S WARRANTY OF TITLE

3. Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the City at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

4. The City will, within fifteen days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City or return the Application to Contractor indicating in writing the City's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. The City shall, within twenty-five days of presentation to him of the Application for Payment with the City's recommendation, pay Contractor the amount recommended.

5. By recommending any payments to the Contractor, the City will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work or that the means, methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to Contractor on account of the Contract Price or that title or any work, materials or equipment has passed to the City free and clear of any Liens.

6. The City may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such recommendation to the City. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify such payment previously recommended to such extent as may be reasonable in the City's opinion to protect itself from loss because:

The work is defective or completed work has been damaged requiring correction or replacement,

Written claims have been made against the City or liens have been filed in connection with the work,

The Contract Price has been reduced because of modifications,

The City has been required to correct defective work or complete the work in accordance with paragraph 13.14,

Of Contractor's unsatisfactory prosecution of the work in accordance with the Contract Documents or

Of Contractor's failure to make payment to Subcontractors or for labor, materials or equipment,

Of previous overpayments to Contractor.

SUBSTANTIAL COMPLETION

7. When Contractor considers the entire work ready for its intended use, Contractor shall, in writing to the City, certify that the entire work is substantially complete and request that the City issue a certificate of Substantial Completion. Within a reasonable time thereafter, Contractor, the City, shall make an inspection of the work to determine the status of completion. If the City does not consider the work substantially complete, the City will notify Contractor giving his reasons therefore. If the City considers the work substantially complete, the City may prepare and deliver to the City a statement of Substantial Completion, which may fix the date of Substantial Completion. There may also be attached to the statement a tentative list of items to be completed or corrected before final payment. The City shall have twenty-one days after receipt to the tentative certificate during which ha may make written objection to the City as to any provisions of the certificate or attached list. If, after considering such objections, the City concludes that the work is not substantially complete, the City will within twenty-one days notify Contractor in writing, stating his reasons therefore.

8. The City shall have the right to exclude Contractor from the work after the date of Substantial Completion, but the City shall allow Contractor reasonable access to complete or correct items on the tentative list.

PARTIAL UTILIZATION

9. Use of the City of completed portions of the work may be accomplished prior to Substantial Completion of all the work subject to the following:

The City at any time may request Contractor in writing to permit the City to use any part of the work which the City believes to be substantially complete and which may

be so used without significant interference with construction of the other parts of the work.

In lien of the issuance of a certificate of Substantial Completion as to part of the work, the City may take over operation of a facility constituting part of the work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the City and Contractor have agreed as to the division of responsibilities between the City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

FINAL INSPECTION

FINAL APPLICATION FOR PAYMENT

1. After Contractor has completed all the work and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents--and after the City has indicated that the work appears to be acceptable Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the City may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the City) of all Liens arising out of or filed in connection with the work. In lien thereof and as approved by the City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed; and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the City or his property might in any way be responsible have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment, If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to the City to indemnify the City against any Lien.

FINAL PAYMENT AND ACCEPTANCE

2. If, on the basis of the City's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents--the City is satisfied that the work has been completed and Contractor has fulfilled his obligations under the Contract Documents, the City may, within twenty days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to the City for payment. Thereupon the City will give written notice to the City and Contractor that the work is acceptable. Otherwise, the City will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, the City shall, within thirty days after receipt thereof, pay Contractor the amount recommended by the City.

CONTRACTORS'S CONTINUING OBLIGATION

3. Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the City nor the recommendation of any progress or final payment by the City nor the issuance of a certificate of Substantial Completion nor any payment by the City or the City not any failure to do so nor the issuance of a notice of acceptability by the City.

By the City shall constitute an acceptance of work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

WAIVER OF CLAIMS

4. The making and acceptance of final payment shall:

Not constitute any waiver of any claims by the City against Contractor, including claims arising from unsettled Liens, from defective work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; also, it shall not constitute a waiver by the City of any rights in respect of Contractor's continuing obligations under the Contract Documents; and

Constitute a waiver of all claims by Contractor against the City other than those previously made in writing and still unsettled.

SUSPENSION OF WORK AND TERMINATION

CITY MAY SUSPEND WORK

1. The City may at any time and without cause suspend the work or any portion thereof for a period of not more than one hundred and twenty days by notice in writing to Contractor. Contractor shall resume the work on two weeks' notice by the City. Contractor will be allowed an increase in the Contract Price only as attributable to demobilization and remobilization cost and not to any other expense, including rental fee during suspension. The Contractor shall have the sole duty of informing in advance all Subcontractors and any interested parties about the provision. The City and the Contractor are not liable for any loss of any party arising out of invoking this section.

CITY MAY TERMINATE

2. Upon the occurrence of any one or more of the following events:

If Contractor is adjudged a bankrupt or insolvent,

If Contractor makes a general assignment for the benefit of creditors,

If a trustee or receiver is appointed for Contractor or for any of Contractor's property,

If Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws,

If Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

If Contractor fails to make payments to Subcontractors or for labor, materials or equipment within sixty days of receiving said payment from the City,

If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,

If Contractor disregards the authority of the City or,

If Contractor otherwise violates in any substantial way any provisions of the Contract Documents. Restoration work shall always be deemed as a substantial provision of the Contract Documents.

The City may, after giving Contractor and his Surety seven days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the City has paid Contractor but which are stored elsewhere, and finish the work as the City may deem expedient. In such case Contractor shall pay the difference to the City. Such costs incurred by the

City shall be verified by the City and incorporated in a Change Order; but in finishing the work, the City shall not be required to obtain the lowest figure for the work performed

3. Where Contractor's services have been so terminated by the City, the termination shall not affect any rights of the City against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by the City will not release Contractor from liability.

4. Upon seven days' written notice to Contractor, the City may, without cause and without prejudice to any of the City's other rights or remedies, elect to abandon the work and terminate the Agreement with the Contractor. In such case, Contractor shall be paid for work executed and demobilization expenses only.

Bid Instructions

All pricing must include all costs (delivery, fuel charge, etc...)

The City of Lincoln Park is tax exempt.

SPECIAL INSTRUCTIONS AND NOTES TO BIDDERS

1. The city of Lincoln Park has a prevailing Wage Ordinance (#207-08) that must be followed for this contract. Copies of the ordinance can be picked up at the office of the City Manager at the Lincoln Park City Hall. The Contractor must submit certified payroll sheets to the City for the project.
2. If any utility companies and/or governmental agencies require any fees for items such as plan review, inspection, permitting, testing, staking, etc., these fees shall be paid by the contractor, shall be included in the pay items of the contract, and at no additional cost to the city.
3. The City of Lincoln Park will determine the need for the performance, payment, maintenance and guarantee bonds on a project by project basis during the terms of the agreement.
4. The contractor must have their maintenance yard located within 30 miles of the City of Lincoln Park limits. The contractor must demonstrate the availability to be at the job site within a maximum of one hour.
5. Contractor must be available 24 hours a day seven days a week.
6. The bid award will be based on Quality of work, equipment, work experience, references and past work performance.
7. The contractor shall not subcontract any work without prior approval by the City.
8. The work may be performed solely by the contractor or in conjunction with City personnel.

REQUIRED Contractor INFORMATION

The contractor must provide the following information along with the bids. The bids will be rated on criteria listed below and not strickly on the cost.

Company Profile: Company line of business, size, personnel, experience, financial stability, technical support capabilities, and reputation in the industry. Outline of the firm's ability to complete the work as indicated.

Project Personnel: The name of the emergency contact person with 24 hour emergency number.

List of Equipment: Provide a list of equipment that the company has available to perform the required work.

References: Provide a minimum of 3 municipal references of similar work along with the name and telephone number of the contact person. The contractor must have a minimum of 5 years of related experience.

Proximity: Provide the address of the location of the maintenance showing that it is within the required distance from the City limits.

All bids are to be submitted on the attached forms.

**INFRASTRUCTURE SERVICES CONTRACT
LINCOLN PARK, MICHIGAN
ITEMIZED BID SHEET**

ITEM	DESCRIPTION	ESTIMATED			July 1, 2011	July 1, 2012	July 1, 2013
		AMOUNT	UNIT				
SANITARY SEWER REPAIR							
1	Sewer Repair (8") (less than 10 feet depth)	1	LFT				
2	Sewer Repair (8") (greater than 10 feet depth)	1	LFT				
3	Sewer Repair (10") (less than 10 feet depth)	1	LFT				
4	Sewer Repair (10") (greater than 10 feet depth)	1	LFT				
5	Sewer Repair (12") (less than 10 feet depth)	1	LFT				
6	Sewer Repair (12") (greater than 10 feet depth)	1	LFT				
7	Sewer Repair (15") (less than 10 feet depth)	1	LFT				
8	Sewer Repair (15") (greater than 10 feet depth)	1	LFT				
9	Sewer Repair (18") (less than 10 feet depth)	1	LFT				
10	Sewer Repair (18") (greater than 10 feet depth)	1	LFT				
11	Sanitary Sewer-Manhole Replacement	1	EACH				
12	Sanitary Sewer Rehabilitation	1	EACH				
13	Adjusting Sanitary Manhole with External Seal	1	EACH				
14	Reconnect Sanitary Sewer Connection	1	EACH				
15	Sanitary Sewer Cleaning (8"- 15")	1	LFT				
16	Sanitary Sewer Cleaning (18"- 24")	1	LFT				

17	Sanitary Sewer Cleaning (30" - 48")	1	LFT			
18	Cleaning and Root Cutting (8" - 15")	1	LFT			
19	Cleaning and Root Cutting (18" - 24")	1	LFT			
20	Cleaning and Root Cutting (30" - 48")	1	LFT			
21	Sewer Service Tap	1	EACH			

ITEM	DESCRIPTION	ESTIMATED AMOUNT	UNIT	July 1, 2011	July 1, 2012	July 1, 2013
STORM SEWER REPAIR						
1	Sewer Repair (8")	1	LFT			
2	Sewer Repair (10")	1	LFT			
3	Sewer Repair (12")	1	LFT			
4	Sewer Repair (15")	1	LFT			
5	Sewer Repair (18")	1	LFT			
6	Sewer Repair (21")	1	LFT			
7	Sewer Repair (24")	1	LFT			
8	Sewer Repair (27")	1	EACH			
9	Storm Inlet Replacement (2')	1	EACH			
10	Storm Catch Basin Replacement (4')	1	EACH			
11	Reconstructing Storm Structures (4')	1	EACH			
12	Storm Manhole Replacement (5')	1	EACH			
13	Storm Manhole Replacement (6')	1	EACH			
14	Reconstructing Storm Structures	1	LFT			

15	Adjusting Storm Structures	1	EACH			
16	Flush Storm Sewer (8"- 15")	1	LFT			
17	Flush Storm Sewer (18"- 24")	1	LFT			
18	Flush Storm Sewer (30"- 48")	1	LFT			
19	Flush Storm Sewer (50" and above))	1	LFT			
20	Cleaning and Root Cutting (8" - 15")	1	LFT			
21	Cleaning and Root Cutting (18" - 24")	1	LFT			
22	Cleaning and Root Cutting (30" - 48")	1	LFT			
23	Vactor (Clean out) Catch Basin	1	EACH			

ITEM	DESCRIPTION	ESTIMATED AMOUNT	UNIT	July 1, 2011	July 1, 2012	July 1, 2013
------	-------------	---------------------	------	--------------	--------------	--------------

Pavement Replacement and Misc. Items

1	Concrete Pavement Replacement (8")	1	SYD			
2	Concrete Pavement Replacement (7")	1	SYD			
3	Concrete Pavement Replacement (6")	1	SYD			
4	Concrete Drive Replacement (8")	1	SFT			
5	Concrete Drive Replacement (7")	1	SFT			
6	Concrete Drive Replacement (6")	1	SFT			
7	Concrete Sidewalk Replacement (8")	1	SFT			
8	Concrete Sidewalk Replacement (7")	1	SFT			

9	Concrete Sidewalk Replacement (6")	1	SFT			
10	Concrete Sidewalk Replacement (4")	1	SFT			
11	Asphalt Pavement Replacement (1100T) (1 ½" Lift)	1	TON			
12	Asphalt Pavement Replacement (1100T) (2" Lift)	1	TON			
13	Asphalt Pavement Replacement (1100L) (1 ½" Lift)	1	TON			
14	Asphalt Pavement Replacement (1100L) (2" Lift)	1	TON			
15	Adjusting Structures	1	EACH			
16	Restoration (3" topsoil, seed & mulch blanket)	1	SYD			
17	Restoration (3" topsoil & class A sod)	1	SYD			
18	Concrete Pavement Replacement (8") with Winter Construction	1	SYD			
19	Concrete Pavement Replacement (7") with Winter Construction	1	SYD			
20	Concrete Pavement Replacement (6") with Winter Construction	1	SYD			
21	Concrete Drive Replacement (8") with Winter Construction	1	SFT			
22	Concrete Drive Replacement (7") with Winter Construction	1	SFT			
23	Concrete Drive Replacement (6") with Winter Construction	1	SFT			
24	Concrete Sidewalk Replacement (8") with Winter Construction	1	SFT			
25	Concrete Sidewalk Replacement (7") with Winter Construction	1	SFT			
26	Concrete Sidewalk Replacement (6") with Winter Construction	1	SFT			

27	Concrete Sidewalk Replacement (4") with Winter Construction	1	SFT			
----	---	---	-----	--	--	--

ITEM	DESCRIPTION	ESTIMATED AMOUNT	UNIT	July 1, 2011	July 1, 2012	July 1, 2013
------	-------------	------------------	------	--------------	--------------	--------------

Additional Services

1	Snow/Salt Truck & Operator	1	HRLY			
2	Backhoe & Operator	1	HRLY			
3	Dozer & Operator	1	HRLY			
4	Trackhoe (Crane) & Operator	1	HRLY			
5	Operator (CDL A)	1	HRLY			
6	Laborer	1	HRLY			

ITEM	DESCRIPTION	ESTIMATED AMOUNT	UNIT	July 1, 2011	July 1, 2012	July 1, 2013
------	-------------	------------------	------	--------------	--------------	--------------

WATER MAIN REPAIR

1	Watermain Repair (6" DI/CI) (5' Section)	1	EACH			
2	Watermain Repair (6" AC) (5' Section)	1	EACH			
3	Watermain Repair (6" PVC) (5' Section)	1	EACH			
4	Watermain Repair (6" Creek Crossing)(5' Section)	1	EACH			
5	Watermain Repair (8" DI/CI) (5' Section)	1	EACH			
6	Watermain Repair (8" AC) (5' Section)	1	EACH			

7	Watermain Repair (8" PVC) (5' Section)	1	EACH			
8	Watermain Repair (8" HDPE) (5' Section)	1	EACH			
9	Watermain Repair (8" Creek Crossing)	1	EACH			
10	Watermain Repair (10" DI/CI)(5' Section)	1	EACH			
11	Watermain Repair (10" AC) (5' Section)	1	EACH			
12	Watermain Repair (10" PVC) (5' Section)	1	EACH			
13	Watermain Repair (12" DI/CI)(5' Section)	1	EACH			
14	Watermain Repair (12" AC) (5' Section)	1	EACH			
15	Watermain Repair (12" PVC) (5' Section)	1	EACH			
16	Watermain Repair (12" Creek Crossing) (5' Section)	1	EACH			
17	Watermain Repair (16" DI/CI)(5' Section)	1	EACH			
18	Watermain Repair (16" AC) (5' Section)	1	EACH			
19	Watermain Repair (16" Creek Crossing) (5' Section)	1	EACH			
20	Watermain Repair (16" Interlocking Pipe) (5' Section)	1	EACH			
21	Watermain Repair (24" DI/CI)(5' Section)	1	EACH			
22	Watermain Repair (24" AC) (5' Section)	1	EACH			
23	Watermain Repair (24" Creek Crossing) (5' Section)	1	EACH			
24	Watermain Repair (24" Interlocking Pipe) (5' Section)	1	EACH			
25	Water Repair 24" concrete (5' section)	1	EACH			
26	Water Repair 24" concrete creek crossing (5' section)	1	EACH			

27	Water Repair 24" concrete interlocking pipe (5' section)	1	EACH			
28	Water service repair (3/4")	1	EACH			
29	Water service repair (1")	1	EACH			
30	Water service repair (1-1/2")	1	EACH			
31	Water Service cut and cap (3/4" to 2")	1	EACH			
32	Water service repair (2")	1	EACH			
33	Water Service Shut-off Box Replacement	1	EACH			
34	Gate, Valve, and Well Replacement (4')	1	EACH			
35	Gate, Valve, and Well Replacement (5')	1	EACH			
36	Gate, Valve, and Well Replacement (6')	1	EACH			
37	Gate Well Reconstruction	1	VFT			
38	Gate, Valve, and Box Replacement	1	EACH			
39	Water Valve Repair (inside well)	1	EACH			
40	Fire Hydrant Repair	1	EACH			
41	Fire Hydrant Replacement	1	EACH			
42	Hydrant Valve Repair	1	EACH			
43	Hydrant Valve Replacement	1	EACH			

REVIEW PROCESS

If necessary, interviews may be held by the city and will be determined by a combination of the following:

1. Total services that can be provided to the City of Lincoln Park
2. Project experience in municipal work similar to the bid specifications of the City of Lincoln Park
3. Costs associated with services

Bids may be reviewed and evaluated by a “weighted” or scoring system. This system may include, but not limited to, experience, competency, ability, location, etc...

AWARD OF CONTRACT

The City reserves the absolute right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. However, if in the opinion of the City, the conflict is a substantial one, then the City has the full right to consider the Contractor's Bid non-uniform and void and award the contract to another Bidder without the City incurring any liability to the rejected Bidder.

In evaluating Bids, the City shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Forms and any other consideration the City deems pertinent. Owner may accept alternates in any order or combination.

The City may consider the qualifications and experience of Subcontractors and other person and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by the City.

The City may conduct such investigations as they deem necessary to assist in the evaluations of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to City's satisfaction with the prescribed time.

The City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the City's satisfaction.

If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by the City indicates to City that the award will be in the best interests of the Project.

If the contract is to be awarded, the City will give the Successful Bidder a Notice of Award within ninety days after the day of the Bid opening.

SIGNING OF AGREEMENT

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to the City with all other Contract Documents attached. Within fifteen days thereafter, Owner will deliver all fully signed counterparts to Contractor. The City will identify those portions of the Contract Documents not fully signed by the City and Contractor and such identification shall be binding on all parties.

Company Name

Authorized Representative
(Please type or print)

Address

Title

City, State, Zip

Authorizing Signature

Telephone Number

Send all bids to:
Donna Breeding, City Clerk
City of Lincoln Park
1355 Southfield Road
Lincoln Park, MI 48146

Deadline for receiving bids is 3:00 p.m. Friday May 13, 2011. No late bids will be accepted.

***All bids should be sealed and clearly marked “City Infrastructure Services”. Also include the company name on the outside of any submittals.**

Bids shall be publicly opened and read at:
7:30 p.m. (local time), Monday May 16, 2011
City of Lincoln Park
City Council Chambers
1355 Southfield Road
Lincoln Park, MI 48146