

**CITY OF SAGINAW  
1315 S WASHINGTON AVE  
SAGINAW MICHIGAN 48601**

# **C-1625 LED Street Light Installation**

**BID OPENING**

**TUESDAY, August 11, 2015  
3:00 PM**



City of Saginaw, Michigan  
Purchasing Division  
(989) 759-1430

## SEALED BID INSTRUCTIONS

### SEALED BIDS MUST BE SUBMITTED ACCORDING TO THE FOLLOWING INSTRUCTIONS OR YOUR BID WILL BE DISQUALIFIED

1. Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum (Form B02) is issued by the City, it must be signed, dated and returned with bid.
7. An **original** bid bond, certified check or cashier's check in the amount of three percent (3%) of the total amount bid must be submitted with any bid in excess of \$100,000. **Facsimiles or copies of bid bond will not be accepted and bid will be disqualified if submitted.**
8. All erasures or corrections to pricing information must be initialed in ink.
9. If this is a Davis-Bacon Prevailing Wage Project it will include a wage decision and Division 15. The City of Saginaw does not have a Prevailing Wage ordinance.
10. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct and the bid will be recalculated to determine the amount bid. All addition errors will be corrected and the total bid will be adjusted to reflect the corrections.
11. All bids must be in the City Purchasing Office, 1315 S. Washington Ave. Saginaw, MI 48601 by the date and time specified on bid forms.
12. Each bidders envelope, FED EX box/letter, UPS box/letter or any other method of sealed delivery must have the bid number on the outside of the container.  
**UNMARKED BIDS WILL BE DISQUALIFIED.**
13. **EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH SEALED BID AND THE BID NUMBER MARKED ON THE FRONT.**  
A COPY OF THE ORIGINAL BID MUST ALSO BE INCLUDED IN THE BID.  
**NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL.**

Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2,000 or more shall require the approval of City Council. No City employee has the authority to bind the City to such a contract.

### RIGHT OF CITY TO ACCEPT OR REJECT BIDS

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES IN THE BID EXCEPT THOSE SPECIFICALLY MENTIONED ABOVE.

## **GENERAL INFORMATION**

MAIL OR DELIVER ALL SEALED BIDS TO THE FOLLOWING ADDRESS BY THE DATE AND TIME SPECIFIED ON BID FORM

CITY OF SAGINAW PURCHASING OFFICE  
1315 S. WASHINGTON AVENUE, SAGINAW, MICHIGAN 48601

### **NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL**

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### **ALTERATION OF BID BY BIDDER**

After bids have been opened, the bidder will not be allowed to withdraw, modify or correct any bid.

### **EVIDENCE OF BIDDER'S QUALIFICATIONS**

Bidders may be required to give some satisfactory evidence that they have been regularly engaged in the business or are reasonably familiar therewith, and that they are fully prepared with the necessary capital, materials, and machinery to complete the work or to furnish the material contracted for the satisfaction of the city.

### **FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS**

Bidders are warned that they must inform themselves of the character and amount of work, labor, or material to be furnished under the contract.

### **CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED**

The assignment or transfer of a contract or of interest in the contract are prohibited unless approved by the proper City department and City Council.

### **CITY INCOME TAX COMPLIANCE**

Bidders are hereby notified that the City of Saginaw has an income tax. All successful bidders will be subject to income tax withholding and compliance is mandatory. Per section 14 of the City of Saginaw uniform income tax ordinance, the tax percentage is 1.5% on income earned from the City. The tax shall apply on the taxable net profits of a corporation doing business within the City, being levied on such part of the taxable net profits as is earned by the corporation as a result of work done, services rendered and other business activities conducted with the City as determined in accordance with this ordinance.

### **WITHHOLDING FROM PAYMENTS**

As part of the consideration for any bid/contract, all bidders agree to have withheld from any payment due them, any amounts for taxes, fees, or other charges due the City of Saginaw.

### **CONTRACT COMPLIANCE ORDINANCE**

The City of Saginaw has a Contract Compliance Ordinance, which requires bidders to submit documentation furnished by the City indicating compliance with the Ordinance. Contract compliance forms must be sent to the City Purchasing Office; 1315 S. Washington Avenue; Saginaw, Michigan 48601. Forms may be obtained by calling (989) 759-1430.

### **BID FORMS**

A copy of the original bid form is to be enclosed in the bid envelope (original plus a complete copy).

### **INSTRUCTIONS AS PART OF CONTRACT**

These instructions are to be construed with and made part of the contract or purchase order.

## NOTICE INVITING SEALED BIDS

C-1625 LED Street Light Installation

Eng Est - \$722,000

### C – 1625 LED STREET LIGHT INSTALLATION

FOR THE DEPARTMENT OF PUBLIC SERVICES & ENGINEERING, CITY OF SAGINAW, MICHIGAN.

Sealed bids will be received by the City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan, 48601, until 3:00 p.m., Tuesday, August 11, 2015 and then publicly opened for the **DEPARTMENT OF PUBLIC SERVICES – C – 1625 LED STREET LIGHT INSTALLATION**

**Install LED Street Light Fixtures and furnish labor, tools, equipment, documentation, and materials as required to perform the work as specified in the contract documents**

**Questions to be directed to Tracy Le Fevre, Engineering Dept. (989) 759-1410.**

Downloadable contract documents may be obtained at the City of Saginaw's website, [Saginaw-mi.com](http://Saginaw-mi.com) and clicking on **I would like to: Look up a Bid** and scrolling to locate the corresponding documents. There is **NO CHARGE** for these downloadable documents. Hard copy contract documents may be obtained from the City Engineer's office located in the lower level of the Public Works Service Center, 1435 S. Washington Avenue, Saginaw, Michigan 48601. There is a **\$75.00 non-refundable** charge for the full set of contract book & drawings, and a **\$0.00 non-refundable charge for drawings only**. Persons desiring contract documents shall call the City Engineer's office at 989-759-1410. An additional charge of **\$25.00** will be added to cover the mailing. Checks must be made payable to Treasurer, City of Saginaw, and mailed to the City Engineer, 1315 South Washington Avenue, Saginaw, Michigan 48601.

All vendors must meet contract compliance provisions, Title 1, Chapter 14, §14.35-14.44, of the Saginaw Code of Ordinances. If you are disabled and need accommodations to provide you with an opportunity to participate, Please call (989) 759-1410.

As part of the consideration for this bid, the vendor doing business with the City of Saginaw agrees to have withheld from any payments due them, any amounts for taxes, fees or other charges due the City of Saginaw.

The City of Saginaw has an income tax. All successful bidders will be subject to income tax withholdings and compliance is mandatory.

Contract amounts totaling \$100,000 or more will require a certified check, cashier's check or surety company bid bond in an amount of three percent (**3%**) of the total bid to be submitted with the bid as security for the acceptance and execution of the contract.

The successful bidder on a contract of \$50,000.00 or more will be required to furnish surety company bonds as follows:

**First** - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw to insure the construction and completion of the entire work according to proposal and contract.

**Second** - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw for the protection of the subcontractors, labor and material men, according to the statute of the State of Michigan at that time in effect.

The City of Saginaw reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the Sealed Bid Instructions. Bidders are reminded that the City of Saginaw has adopted a Contract Compliance Ordinance which requires that bidders submit documentation concerning their current work force, past employment practices and subscribe to a statement furnished by the City indicating compliance with the Ordinance.

**Jim Nichols, Purchasing Officer**

CITY OF SAGINAW, MICHIGAN  
BID FORM

**C-1615 LED STREET LIGHT INSTALLATION**

To the City of Saginaw

Date: \_\_\_\_\_

In response to your notice, the undersigned, hereinafter called the Contractor, hereby declares that he has read the "General Instruction to Bidders", "Sealed Bid Instructions" and "General Information", has examined the plans, specifications and the location of the work described herein, and, is thus fully informed to the nature of the work and the conditions relating to its performance and further understands that the quantities shown hereon are approximate only and are subject to either increase or decrease.

The Contractor hereby proposes to furnish all the necessary equipment and tools, do all the work, furnish all the materials, except as otherwise specified and to complete the work herein described, all in accordance with the plans and specifications, of which this proposal is a part, for the unit prices named in the following itemized bid.

Prior to and contingent upon award of a contract of \$50,000.00 or more, the undersigned further agrees to enter into a contract and to furnish a surety company performance bond in the sum of not less than 100 percent (100%) of the total amount of the contract to secure the faithful performance of the contract and, when required, a surety company labor and material bond in the sum of not less than 100 percent (100%) of the total amount of the contract for the protection of subcontractors, labor and material men, according to the statute of the State of Michigan at that time in effect. Said signed contracts and surety company bonds shall be furnished within ten (10) days from date of notification by the City Purchasing Officer of acceptance of the proposal submitted.

In compliance with the requirements of said notice, this proposal is accompanied by a certified check, cash or a bidder's bond in the sum of at least three percent (3%) of total bid to guarantee that a contract will be entered into if the above proposal is accepted and the contract awarded to the undersigned.

## PROPOSAL SHEET

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certifications, the term, "segregated facilities", means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

## Bid Items

#	ITEM	Quantity	Unit	Amount	Total Amount
1	150W HPS Cobra Head Replacement	3904	EA		
2	250W HPS Cobra Head Replacement	2469	EA		
3	Microsoft Surface PRO 3 Tablet (minimum required)	4	EA		
4	Incipio Capture – Protective Cover (minimum required)	4	EA		
	TOTAL				

Additional Tablets will not be included in the base bid for selection of the low qualified bidder but will be added to the final PO if that bidder decides the work crew size needed for installation will be more than the minimum listed of 4. All Tablets will become the property of the City of Saginaw.

Cost of any additional tablets will be paid for at the unit bid prices for the corresponding items.

ITEM	Quantity	Unit
Microsoft Surface PRO 3 Tablet – If additional work crew are required		EA
Incipio Capture – Protective Cover – If additional work crew are required		EA

**In accordance with the provisions of "Public Act 524 of 1980", I do hereby** designate \_\_\_\_\_ (name of representative) to submit written request for progress payment during the duration of this contract.

The undersigned does hereby agree to start work on or after November 2, 2015 as directed by the Engineer, but no earlier than November 2, 2015 and shall be Complete on or by March 4, 2016.

The undersigned bidder does hereby declare that the bidder has the legal status checked below:

\_\_\_\_\_ Individual

\_\_\_\_\_ Co-Partnership

\_\_\_\_\_ Corporation Incorporated under the laws

of the State of

The undersigned does hereby agree to honor this bid until April 1, 2016.

**Michigan's Iran Economic Sanctions Act:**

The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified on page #\_\_\_ of this document. Further information on this act can be viewed at (<http://www.state.gov/j/ct/list/c14151.htm>).

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

**This sheet must be included or bid will be disqualified**



The undersigned bidder does hereby agree to comply with **CITY INCOME TAX** withholding provisions. **NOTE: CITY INCOME TAX withholding is MANDATORY.**

The undersigned bidder also agrees to have withheld from any payment due them, any amounts for taxes , fees or other charges due the City of Saginaw.

I, THE UNDERSIGNED, DO HEREBY STATE THAT I HAVE FULL AUTHORITY TO EXECUTE THIS BID ON BEHALF OF THE BIDDER, THAT THIS BID IS GENUINE AND NOT COLLUSIVE IN ANY MANNER; AND THAT NO OTHER BIDDERS WERE IMPROPERLY INDUCED TO REFRAIN FROM BIDDING OR INDUCED TO SUBMIT A SHAM BID.

Signed	_____	Address	_____
Name	_____	City, State, Zip	_____
Title	_____	Telephone No:	_____
Company	_____	Fax No.	_____
E-mail	_____		

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DIVISION 1: GENERAL CONDITIONS – CITY OF SAGINAW

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### **BID FORMS**

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### **INSTRUCTIONS AS PART OF CONTRACT**

These instructions are to be construed with and made part of the contract or purchase order.

Rev: 4-2012

## GENERAL INSTRUCTION TO BIDDERS

### 1. INTENT

It is the intent of the City, unless otherwise specified, that work on any contract awarded under the advertisement, to be started no later than Thirty (30) calendar days after award of the contract or the date specified in the contract documents, and that the work shall be carried on with due diligence, at such points and at such times and seasons, and with such force and in such manner as to secure its completion on or before the completion date as specified in the advertisement or as determined by the proposal or construction schedule, submitted by the Contractor.

### 2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder *as* to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the City Engineer. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents and when issued will be on file in the office of the City Purchasing Officer and the office of the City Engineer. In addition, it shall be *the* bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidder.

### 3. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work and should inform himself as to the facilities involved, the difficulties and the restrictions attending the performance of the contract. The bidder shall thoroughly examine and familiarize himself with the drawings, specifications and all other contract documents. The Contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The City of Saginaw will be justified in rejecting any claim based on facts regarding which he should have been on notice *as* a result thereof.

### 4. BIDS ON MORE THAN ONE CONTRACT

Any bidder may **submit** a proposal on any single contract, or on any number of contracts, or on all the contracts included in the advertisement. Bidders are cautioned to give full consideration to other commitments which might effect the starting date, schedule of progress, or completion date for any contracts awarded hereunder.

## **5. DEFINITIONS**

The term "City Engineer" shall mean the Director of Public Service, or the City Engineer of the City of Saginaw.

The term "Department of Engineering" shall mean the Department of Public Services and Engineering of the City of Saginaw.

## **6. CORRECTIONS**

All erasures or corrections to pricing information must be initialed in ink.

## **7. COLLUSIVE AGREEMENT (SEE PROPOSAL)**

Each bidder submitting a bid to the City of Saginaw for any portion of the work contemplated by the documents on which bidding is based shall by signing the proposal form sheet agree that the bid is genuine and not sham or collusive or made in the interests or on behalf of any person not therein named. That the bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid or any other person or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure himself an advantage over other bidders.

## **8. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each bidder shall, upon request of the City of Saginaw, submit a statement of the bidder's qualifications, his construction experience, and his organization and equipment available for the work contemplated, and when specifically requested by the City of Saginaw, a detailed financial statement. The City of Saginaw shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City of Saginaw all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Saginaw that the bidder is qualified to carry out properly the terms of the contract.

## **9. ALTERNATIVE BIDS**

No alternative bids will be considered unless specifically requested.

## **10. BIDS**

- a. Bidders are warned that they must inform themselves of the character and amount of work, labor, or material to be furnished under the contract. All bids must be submitted on forms supplied by the City of Saginaw and shall be subject to all requirements of the contract documents, including the drawings and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the bidder. After bids have been opened, permission will not, in any case, be given for the withdrawal, modification or correction of any bid.

- b. Bid documents, which are mailed shall include the bid, the bid guaranty (when required), the non-collusion affidavit, and the statement of bidder's qualification (if requested) and shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled "Sealed Bid", (outer envelope properly addressed to "City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan 48601") project name and number, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. All proposals must be either filled out in ink or typewritten; typewritten is preferred. Bids to include a copy along with the original.
- c. The City of Saginaw may consider as irregular any bid on which there is an alteration of the bid form hereto attached and at its option may reject the same.
- d. If the contract is awarded, it will be awarded by the City of Saginaw to a responsible bidder on the basis of the bid most favorable to the City of Saginaw. The contract will require the completion of work according to the contract documents. Transfer of contract or of interests in contract are prohibited unless approved by the proper City agency.
- e. Each bidder shall include in his bid the following information:

Bidder Name  
 Address  
 City, State, Zip Code  
 Telephone Number  
 E-mail  
 Status

#### **11. BID GUARANTY (When Applicable) (Effective February 16, 1984)**

- a. Bids of \$100,000 or more must be accompanied by a bid guaranty which shall not be less than three percent (3%) of the total contract cost of construction including all overhead items. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 and authorized to transact surety business in the State of Michigan. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. At the option of the bidder, the guaranty may be a certified check, cashiers check, money order or a bid bond in the amount specified. No bid will be considered unless it is accompanied by the required guaranty. The certified check, cashiers check, money order or a bid bond must be payable to the order of the City of Saginaw. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, as required by the contract documents.
- b. Revised bids submitted before the opening of bids, representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly, otherwise the bid will not be considered.
- c. Certified checks or cashiers check, bid bonds and money orders of unsuccessful bidders, will be returned as soon as practicable after award of a contract.



## **12. UNIT PRICE BIDS**

The unit price for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct and the bid will be recalculated to determine the amount bid. All addition errors will be corrected and the total bid will be adjusted to reflect the corrections. Special attention of all bidders is called to this provision, should conditions make it necessary to revise the quantities. No limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities or such items or work shall not increase or decrease the original contract prices by more than twenty percent (20%) unless mutually agreed upon in writing by the City Engineer and Contractor, that extra work, that is work not covered in the drawings and specifications, shall not increase the original contract by more than twenty percent (20%).

## **13. PUBLIC ACT 524 OF 1980 (When Applicable)**

Sec.2 (1) 1908 P.A. 524 states as follows:

The construction contract shall designate a person representing the Contractor who will submit written requests for progress payment, and a person representing the public agency to whom request for progress payments shall be submitted to the designated person in a manner and at such times as provided in the construction contract.

Therefore, the Contractor shall state on "Bid Proposal" the name of the person who will be submitting request for progress payment and the request shall be made to the City Engineer.

## **14. TIME FOR RECEIVING BIDS**

Bids received prior to the time of opening will be securely kept unopened. The Purchasing officer will decide when the specified time has arrived. No bid received thereafter will be considered, except that when a bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the City of Saginaw that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, then such bid will be received and considered.

## **15. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the City of Saginaw open and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## **16. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation or any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

-d-

## **17. AWARD OF CONTRACTS: REJECTION OF BIDS**

- a. The contract will be awarded to the lowest responsible bidder complying with the conditions of the SEALED BID INFORMATION, provided such bid is reasonable and it is to the interest of the City of Saginaw to accept it. The City of Saginaw, however, reserves the right to accept or reject any and all bids or parts thereof, and to waive any irregularities in a bid except those specific any mentioned in the "Sealed Bid Instructions".
- b. The City of Saginaw reserves the right to consider as unqualified to perform the contract, any bidder who does not habitually perform with his own forces, the major portions of the work involved.
- c. On contracts of \$50,000 or more, the bidder to whom the Purchasing Committee recommends for award will be required to provide bonds prior to award as outlined in Division 1, Section 121.

## **18. CONSTRUCTION SCHEDULE**

In addition to the progress clause incorporated in the proposal, the successful bidder on any single contract, when so requested by the City Engineer, shall submit a schedule of the maximum number of calendar days required for the completion of the contract. The number of calendar days so stated, when approved by the City Engineer, shall be added to the starting date specified in Paragraph 1, and the date thus determined shall become the completion date of such contract unless otherwise specified in the contract.

The successful bidder on any two or more contracts, or the successful bidder on any single contract who also has uncompleted work on other City of Saginaw construction contracts previously awarded, shall prepare a Construction Schedule for submission to and approval by the City Engineer. When so requested by the City Engineer, the Construction Schedule shall be submitted immediately after the tabulation of bids in order that the information therein contained may be considered in the recommendation as to award of contracts. In any case, the Construction Schedule shall be submitted prior to the preparation of contract documents and not later than five (5) days after the tabulation of bids.

The Construction Schedule shall indicate the proposed sequence of operations, including any previously awarded City of Saginaw construction contracts not completed. The schedule shall show the total calendar days required for each contract and the date for starting and completion in each instance.

The schedule shall show whether or not the Contractor proposes to use more than one construction crew and, if requested, shall itemize the types and quantities of machinery and equipment available for the work.

## **19. SUBCONTRACTS**

The Contractor's attention is directed to the requirements as outlined in Section 103, "SUBCONTRACTS", under Division 1, "General Conditions".

## **20. PRE-CONSTRUCTION MEETING**

If so requested by the City Engineer, the Contractor shall make himself available for a pre-construction meeting. The time and place of the meeting to be designated by the City Engineer.

## **21. CONTRACT COMPLIANCE ORDINANCE**

The Contract Compliance Ordinance of the City of Saginaw applies to all contracts, sub-contractors or purchase orders except:

- a. When the contractors, sub-contractors or vender employs less that 5 employees;
- b. Those funded partially by any federal program subject to affirmative action pursuant to Presidential Executive Order #11246;
- c. Those funded partially or totally by any State of Michigan program and subject to the Michigan Civil Rights Act; or
- d. Those exempt by the City Council in the interest of the City.

## **22. CONTRACT COMPLIANCE DOCUMENTATION**

The following documents are to be filled out “Contract Compliance Agreement” and the “City of Saginaw Vendor Information” which are provided by the Purchasing Department.

## **23. MICHIGAN CIVIL RIGHTS ACT, PUBLIC ACT 453 of 1976 (Effective 3-31-77)**

All contracts in which the City of Saginaw is a party shall contain a covenant by the Contractor and his & Sub-contractors 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 race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

## **24. MICHIGAN HANDICAPPERS CIVIL RIGHTS ACT, PUBLIC ACT 220 of 1976**

All contractors and sub-contractors shall be subject to the Michigan Handicappers Civil Rights Act which prohibits discriminatory practices, policies and customs in the exercise of the civil rights of individuals with handicaps. A violation of the act may be regarded as a material breach of the contract.

## **25. AMERICANS WITH DISABILITIES ACT (ADA) of 1990**

All contractors and subcontractors shall be subject to all the provisions of the Americans with Disabilities Act (ADA) of 1990. A violation of the Act may be regarded as a material breach of this contract.

**NOTICE TO BIDDERS**  
**Consultants - Insurance - Bonds**

**In case of a conflict between the City's documents and the documents provided by the consultant the City's shall prevail,**

**The City of Saginaw shall not be a party to any arbitration proceeding.**

The Provisions of this contract obligate the Contractor to provide insurance coverage and indemnification for the "owner". Therefore, the contractor shall provide the "City of Saginaw" with a certificate of insurance containing the following information:

1. Contract Number and description of work.
2. Name the City of Saginaw and Rowe Incorporated, as "Additionally Insured".  
**See City of Saginaw Division 1, Section 119, pages 9, 10 & 10a.**

All policies shall be endorsed to provide that the City Engineer will be given thirty (30) days notice in writing of any cancellation, termination or change of condition of the policy.

Provide City Engineering with a copy of this endorsement with all other insurances and bonds.

**REQUIRED/APPLICABLE INSURANCE – NO EXCEPTIONS –**  
**See Division 1, Section 119, pages 9, 10 & 10a for Required Limits**

CONTRACTOR'S LIABILITY (C.G.L.)  
CONTRACTOR'S & OWNER'S PROTECTIVE LIABILITY (O.C.P.)  
UMBRELLA LIABILITY  
AUTOMOBILE - WORKMAN'S COMPENSATION

**REQUIRED BONDS – Over \$50,000 - NO EXCEPTIONS**  
LABOR & MATERIAL  
PERFORMANCE  
GUARANTEE – IF REQUIRED (SEE INDIVIDUAL CONTRACT)

**NOTE:**

The contractor must have all copies the Contract signed, insurances, bonds and all required documents returned and approved by City of Saginaw (Engineering & Attorney Review) prior to the contract going to Council for approval and award.

The contractor will not be allowed to start work until **all** City of Saginaw signatures are obtained. Contract Books are **not always** signed at the City Council Meeting when the contract is approved.

## **NOTICE TO BIDDERS**

### **IRAN ECONOMIC SANCTIONS ACT:**

The act provides that Iran linked businesses are ineligible from submitting a bid on the City's requests for proposals. The Act further provides that the City shall require all bidders to certify that they are not Iran linked businesses.

**Definition:** Iran linked businesses are those linked to the Iranian energy sector. An Iran linked business is specifically defined as:

(i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

The provisions of the Act are only in effect if a country is a state sponsor of terror. A state sponsor of terror is defined as any country determined by the United States secretary of state to have repeatedly provided support for acts of international terrorism. Iran is currently on the US SOS state sponsor of terrorism list (<http://www.state.gov/j/ct/list/c14151.htm>), along with Cuba, Sudan, and Syria.

## **NOTICE TO BIDDERS**

### **§ 14.26 PREFERENCE FOR LOCAL BIDDERS.**

(A) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% but not more than \$5,000 of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Saginaw-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered.

(B) If such a Saginaw-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Saginaw-based business with a bid within 5% but not less than \$5,000 of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

(C) If no responsive and responsible Saginaw-based businesses within 5% but not more than \$5,000 of the lowest bid agree to reduce their bids, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(D) In the event of a tie between two (2) or more Saginaw-based businesses, where all other factors are equal, the award of the bid shall be by coin toss conducted by the Purchasing Officer or his/her designee.

(E) No contract awarded pursuant to this ordinance shall be sublet in any manner that permits 50% or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Saginaw-based."

(F) The section shall not waive or constrain, in any manner, the right and prerogative of the City to reject any and all bids or proposals from any Saginaw-based business which fails to meet the requirements of any other section of this ordinance, or to reject a bid which is in any way incomplete, irregular, not responsive or not responsible.

## NOTICE INVITING SEALED BIDS

C-1625 LED Street Light Installation

Eng Est - \$722,000

### C – 1625 LED STREET LIGHT INSTALLATION

FOR THE DEPARTMENT OF PUBLIC SERVICES & ENGINEERING, CITY OF SAGINAW, MICHIGAN.

Sealed bids will be received by the City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan, 48601, until 3:00 p.m., Tuesday, August 11, 2015 and then publicly opened for the **DEPARTMENT OF PUBLIC SERVICES – C – 1625 LED STREET LIGHT INSTALLATION**

**Install LED Street Light Fixtures and furnish labor, tools, equipment, documentation, and materials as required to perform the work as specified in the contract documents**

**Questions to be directed to Tracy Le Fevre, Engineering Dept. (989) 759-1410.**

Downloadable contract documents may be obtained at the City of Saginaw's website, [Saginaw-mi.com](http://Saginaw-mi.com) and clicking on **I would like to: Look up a Bid** and scrolling to locate the corresponding documents. There is **NO CHARGE** for these downloadable documents. Hard copy contract documents may be obtained from the City Engineer's office located in the lower level of the Public Works Service Center, 1435 S. Washington Avenue, Saginaw, Michigan 48601. There is a **\$75.00 non-refundable** charge for the full set of contract book & drawings, and a **\$0.00 non-refundable charge for drawings only**. Persons desiring contract documents shall call the City Engineer's office at 989-759-1410. An additional charge of **\$25.00** will be added to cover the mailing. Checks must be made payable to Treasurer, City of Saginaw, and mailed to the City Engineer, 1315 South Washington Avenue, Saginaw, Michigan 48601.

All vendors must meet contract compliance provisions, Title 1, Chapter 14, §14.35-14.44, of the Saginaw Code of Ordinances. If you are disabled and need accommodations to provide you with an opportunity to participate, Please call (989) 759-1410.

As part of the consideration for this bid, the vendor doing business with the City of Saginaw agrees to have withheld from any payments due them, any amounts for taxes, fees or other charges due the City of Saginaw.

The City of Saginaw has an income tax. All successful bidders will be subject to income tax withholdings and compliance is mandatory.

Contract amounts totaling \$100,000 or more will require a certified check, cashier's check or surety company bid bond in an amount of three percent (3%) of the total bid to be submitted with the bid as security for the acceptance and execution of the contract.

The successful bidder on a contract of \$50,000.00 or more will be required to furnish surety company bonds as follows:

**First** - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw to insure the construction and completion of the entire work according to proposal and contract.

**Second** - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw for the protection of the subcontractors, labor and material men, according to the statute of the State of Michigan at that time in effect.

The City of Saginaw reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the Sealed Bid Instructions. Bidders are reminded that the City of Saginaw has adopted a Contract Compliance Ordinance which requires that bidders submit documentation concerning their current work force, past employment practices and subscribe to a statement furnished by the City indicating compliance with the Ordinance.

**Jim Nichols, Purchasing Officer**

CITY OF SAGINAW, MICHIGAN  
BID FORM

**C-1615 LED STREET LIGHT INSTALLATION**

To the City of Saginaw

Date: \_\_\_\_\_

In response to your notice, the undersigned, hereinafter called the Contractor, hereby declares that he has read the "General Instruction to Bidders", "Sealed Bid Instructions" and "General Information", has examined the plans, specifications and the location of the work described herein, and, is thus fully informed to the nature of the work and the conditions relating to its performance and further understands that the quantities shown hereon are approximate only and are subject to either increase or decrease.

The Contractor hereby proposes to furnish all the necessary equipment and tools, do all the work, furnish all the materials, except as otherwise specified and to complete the work herein described, all in accordance with the plans and specifications, of which this proposal is a part, for the unit prices named in the following itemized bid.

Prior to and contingent upon award of a contract of \$50,000.00 or more, the undersigned further agrees to enter into a contract and to furnish a surety company performance bond in the sum of not less than 100 percent (100%) of the total amount of the contract to secure the faithful performance of the contract and, when required, a surety company labor and material bond in the sum of not less than 100 percent (100%) of the total amount of the contract for the protection of subcontractors, labor and material men, according to the statute of the State of Michigan at that time in effect. Said signed contracts and surety company bonds shall be furnished within ten (10) days from date of notification by the City Purchasing Officer of acceptance of the proposal submitted.

In compliance with the requirements of said notice, this proposal is accompanied by a certified check, cash or a bidder's bond in the sum of at least three percent (3%) of total bid to guarantee that a contract will be entered into if the above proposal is accepted and the contract awarded to the undersigned.



## PROPOSAL SHEET

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certifications, the term, "segregated facilities", means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

## Bid Items

#	ITEM	Quantity	Unit	Amount	Total Amount
1	150W HPS Cobra Head Replacement	3904	EA		
2	250W HPS Cobra Head Replacement	2469	EA		
3	Microsoft Surface PRO 3 Tablet (minimum required)	4	EA		
4	Incipio Capture – Protective Cover (minimum required)	4	EA		
	TOTAL				

Additional Tablets will not be included in the base bid for selection of the low qualified bidder but will be added to the final PO if that bidder decides the work crew size needed for installation will be more than the minimum listed of 4. All Tablets will become the property of the City of Saginaw.

Cost of any additional tablets will be paid for at the unit bid prices for the corresponding items.

ITEM	Quantity	Unit
Microsoft Surface PRO 3 Tablet – If additional work crew are required		EA
Incipio Capture – Protective Cover – If additional work crew are required		EA

**In accordance with the provisions of "Public Act 524 of 1980", I do hereby** designate \_\_\_\_\_ (name of representative) to submit written request for progress payment during the duration of this contract.

The undersigned does hereby agree to start work on or after November 2, 2015 as directed by the Engineer, but no earlier than November 2, 2015 and shall be Complete on or by March 4, 2016.

The undersigned bidder does hereby declare that the bidder has the legal status checked below:

\_\_\_\_\_ Individual

\_\_\_\_\_ Co-Partnership

\_\_\_\_\_ Corporation Incorporated under the laws

of the State of

The undersigned does hereby agree to honor this bid until April 1, 2016.

**Michigan's Iran Economic Sanctions Act:**

The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified on page #\_\_\_ of this document. Further information on this act can be viewed at (<http://www.state.gov/j/ct/list/c14151.htm>).

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

**This sheet must be included or bid will be disqualified**

The undersigned bidder does hereby agree to comply with **CITY INCOME TAX** withholding provisions. **NOTE: CITY INCOME TAX withholding is MANDATORY.**

The undersigned bidder also agrees to have withheld from any payment due them, any amounts for taxes , fees or other charges due the City of Saginaw.

I, THE UNDERSIGNED, DO HEREBY STATE THAT I HAVE FULL AUTHORITY TO EXECUTE THIS BID ON BEHALF OF THE BIDDER, THAT THIS BID IS GENUINE AND NOT COLLUSIVE IN ANY MANNER; AND THAT NO OTHER BIDDERS WERE IMPROPERLY INDUCED TO REFRAIN FROM BIDDING OR INDUCED TO SUBMIT A SHAM BID.

Signed	_____	Address	_____
Name	_____	City, State, Zip	_____
Title	_____	Telephone No:	_____
Company	_____	Fax No.	_____
E-mail	_____		

**This sheet must be included or bid will be disqualified**

CONTRACT  
CITY OF SAGINAW, MICHIGAN

Contract of **Name of Contractor**, with the City of Saginaw, for **Name of Contract**, AGREEMENT, made and entered into this \_\_\_\_\_ day of MONTH, YEAR, by and between the CITY OF SAGINAW, MICHIGAN, of the first part, hereinafter called the CITY, and, **Name of Contractor**, a \_\_\_\_\_ **duly organized and doing business under the laws of the State of Michigan, of Contractor City, Michigan, of the second part, hereinafter referred to as "Contractor"**.

WHEREAS, said Contractor, at a regular meeting of the Council of the City of Saginaw, held on \_\_\_\_\_, YEAR, was awarded the contract for furnishing the necessary equipment and materials, except those materials specified to be furnished by the City, labor and construction complete for **Name of Contract**.

NOW THIS AGREEMENT WITNESSETH:

That said Contractor, in consideration of the Agreement herein made by the City, agrees with the City as follows:

Article 1. SUBJECT MATTER. Said Contractor shall and will furnish all the materials except those specified to be furnished by the City and perform all the work for **Name of Contract** as listed on the Schedule of Drawings, and as shown on the drawings prepared by the Department of Public Services and Engineering and described in the specifications and in accordance with the general conditions, the general instructions to bidders, the notice inviting sealed proposals and the proposal, which are hereby declared to be part of the specifications, and which drawings and specifications are hereby made a part of the contract as fully as if herein repeated and copy of which the Contractor acknowledges he has received.

Article 2. COMMENCEMENT OF WORK. The Contractor shall commence the work to be done under this contract **whatever is stated on the bidding documents???????** and the work shall be carried on with due diligence, at such points and at such times and seasons, and with such force and in such manner as to secure the completion **on or before Fill in date** the time of beginning, rate of progress and the time of completion being essential conditions of this contract.

Article 3. PAYMENT. It is hereby mutually agreed that the City shall pay, and the Contractor receive, the sum named on the attached **Exhibit "A" - Copy of Original Proposal, (Use these if needed) Exhibit "B" - Copy of Original Addendum No.1, Exhibit "C" - Copy of Original Addendum No.2, Exhibit "D" - Copy of Original Addendum No.3 in the amount of..... \$???,???.?? (use as many as needed)** same being the amount named in the proposal as full compensation for labor and materials required in executing all the work contemplated in this contract, subject to additions and deductions, as provided in the specifications.

Article 4. ESTIMATES. The City hereby agrees to make payment under the restrictions and limitations herein contained, from time to time, on account of performance of this contract, by orders drawn upon the proper fund of the City, paying NINETY PERCENT (90%) thereof on the basis of estimates made by the Department of Public Services & Engineering semi-monthly as the work progresses, and approved by the City Engineer. Said estimates shall be made in writing and shall only include work done and material in place and shall not include completed work which, in the opinion of the City Engineer, it is not advisable, for the protection of the City, at that time to make payment on, and such estimates may be altogether withheld when, in the opinion of the City Engineer, work does not progress in accordance with the provisions of this contract; and the making and furnishing of such estimates shall not be deemed or construed as an acceptance of any part of the work under this contract. The City Engineer may authorize the reduction of the amount so withheld so that total payment equals NINETY-FIVE PERCENT (95%) of the estimate where he shall find that the retention of FIVE PERCENT (5%) of the estimate is sufficient to protect the City, but the total amount so retained shall not in any event be reduced to less than FIVE PERCENT (5%) of the contract price above stated.

Article 5. RETENTION OF MONEYS. In addition to the TEN PERCENT (10%) of contract price above retained, to insure the completion of the work, said City reserves the right to retain at all times from the estimates, an amount sufficient to pay and discharge all debts incurred by said Contractor, or subcontractor, for labor performed thereof in the progress of the work, and for material purchased and used therefor, and, at its discretion, to pay the same to the parties entitled thereto, and charge the same against the contract price.

Article 6. SEPARATE CONTRACTS. Where two or more separate proposals are grouped together herein, it is expressly agreed that each of said proposals shall constitute a separate contract and that all of the terms, conditions, and provisions of this contract shall apply to each of said proposals to the same extent and in the same manner as though each of said proposals had been the subject of a separate contract.

Article 7. PUBLIC ACT 524 of 1980. Notwithstanding any provision herein to the contrary, this agreement is subject to 1980 PA 524, which statute is incorporated herein and made a part hereof by reference. The contractor hereby agrees that the City may, at its option, submit the following matters to dispute resolution by an agent agreed to or selected in accordance with the procedures set forth in the statute:

- A. At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.

- B. At any time after ninety-four percent (94%) of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining six percent (6%) of work under the contract. The agent shall consider the terms in the contract and procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable improvement practices in the industry for completion of the project.

The agent shall have all the rights, powers and duties specified in the statute.

Article 8. ACCEPTANCE AND FINAL PAYMENT. The final payment, including any retainage previously withheld, shall be payable on the approval and acceptance of the work by the City Engineer.

The payment of the final amount due under this contract, and the adjustment and payment of all bills rendered for the work done in accordance with any alterations of the same, shall release the City from any and all claims or liability on account of work performed or materials furnished under said contract, or any alterations thereof.

The City of Saginaw has an income tax. All successful bidders will be subject to income tax withholdings and compliance is mandatory.

As part of the consideration for this contract, the undersigned does hereby agree to have withheld from any payments due them, any amounts for taxes, fees or other charges due the City of Saginaw.

IN WITNESS WHEREOF, The City of Saginaw has caused these presents to be signed by the Mayor, and the corporate seal of the City to be hereunto affixed, attested by the City Clerk, and the said party of the second part has hereunto set his/her hand and seal, as of the day and year first above written.

**CONTRACTOR**

**CITY OF SAGINAW**

**Contractor Name.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Mayor**

**Attest:** \_\_\_\_\_

**City Clerk**

**Approved as to Substance:**

**Approved as to Form:**

\_\_\_\_\_

\_\_\_\_\_

**City Manager**

**City Attorney**

**LABOR BOND**

KNOW ALL MEN BY THESE PRESENT, That (Contractor Name) a Corporation duly organized and doing business under the laws of the State of Michigan, of (Contractor City), Michigan

as principal, and

as sureties, are held and firmly bound unto the **CITY OF SAGINAW, MICHIGAN** in the sum of \$\$\$\$\$\$\$\$\$\$ written out and ??/100..... \$???.\$? Dollars, lawful money of the United States of America, to be paid to the **City of Saginaw**, or to its certain attorney, successors or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, each and every one of them, firmly by these presents.

Sealed with our seals, dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Eleven.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas it is contemplated that a contract will be awarded to said **principal by the City of Saginaw, for furnishing the necessary equipment and materials, except those materials specified to be furnished by the City, labor and construction complete for NAME OF CONTRACT.**

**In said city.**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan 1963, as amended, which provisions are by reference made a part hereof.



**LABOR BOND**

NOW THEREFORE, IF the said principal, shall pay as the same become due and payable, all indebtedness which may accrue to any person, firm or corporation, on account of any labor performed, or material furnished to said contractor, or any subcontractor, in and about the performance of said contract, then this obligation to be void, else to remain in full force and virtue.

**NAME OF CONTRACTOR**

\_\_\_\_\_(L.S.)

BY: \_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)  
(Official Title)

\_\_\_\_\_(L.S.)  
(Surety Company)

BY: \_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)  
(Official Title)

Approved as to substance:

\_\_\_\_\_ City Manager

Approved as to form and execution:

\_\_\_\_\_ City Attorney

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT, That \_\_\_\_\_, a  
**Corporation/LLC??? duly organized and doing business under the laws of the State of  
Michigan, of (Contractor City), Michigan,**

as principal, and

as surety, are held and firmly bound unto the **CITY OF SAGINAW, MICHIGAN** in the sum of  
\_\_\_\_\_ **dollars and 00/100, ..... \$ \_\_\_\_\_ .00**  
**Dollars**, lawful money of the United States of America to be paid to the **City of Saginaw**, its  
successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand  
Fourteen.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas it is contemplated that  
a contract will be awarded to said principal by **the City of Saginaw, for furnishing the  
necessary equipment and materials, except those materials specified to be furnished by the  
City, labor and construction complete for (Name of Contract).**

**In said city**

**PERFORMANCE BOND**

NOW THEREFORE, IF the said principal shall well and truly keep and faithfully perform and complete all of the terms and conditions of said contract, and each and every part thereof, on principal's part to be kept and performed, and shall indemnify and save harmless the City of Saginaw of and from all expense of inspection and engineering, or of whatsoever other kind or nature, which shall be caused by delay or failure in the perform and protect and save said City harmless against any and all demands, fees or royalties for performance and completion of said contract, and each and every part thereof, and further shall indemnify patented invention, materials, articles, methods, arrangement or process of manufacture, or any infringement thereon that may be used on or be in any manner connected with the construction, erection or maintenance of the work, material or any part thereof embraced in said contract, and each and every part thereof, and shall during the period of **(one) 1 years** after the completion and final acceptance of the work make good any defect therein, in accordance with the specifications therefore, then this obligation shall be void and of no effect, otherwise it shall remain in full force and virtue; and the said surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**COMPANY**

\_\_\_\_\_(L.S.)

BY: \_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)

(Official Title)

\_\_\_\_\_(L.S.)

(Surety Company)

BY: \_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)

(Official Title)

Approved as to substance:

\_\_\_\_\_ City Manager

Approved as to form and execution:

\_\_\_\_\_ City Attorney

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENT, That **Name of Company, a Corporation duly organized and doing business under the laws of the State of Michigan, of ????????????, Michigan,**

as principal, and

as surety, are held and firmly bound unto the **CITY OF SAGINAW, MICHIGAN**, in the sum of **WRITTEN AMOUNT and 00/100..... \$????????????? Dollars**, lawful money of the United States of America to be paid to the **City of Saginaw**, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Fifteen.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas it is contemplated that a contract will be awarded to said principal by **the City of Saginaw, for furnishing the necessary equipment and materials, except those materials specified to be furnished by the City, Labor and Construction complete for the NAME OF PROJECT**

In said city

**NOW, THEREFORE**, said principal shall agree with the **City of Saginaw** that for a period of **one (1) year(s)** from date of Completion and Final Acceptance, to keep in good order and repair any defect in all the work done under said contract, either by the principal, his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, all to be made good without expense to the City of Saginaw, ( excepting only such part or parts of said work as may have been disturbed without the consent or approval of the

**MAINTENANCE AND GUARANTEE BOND**

principal after the final acceptance of work ), and whenever directed so to do by the City of Saginaw, by notice served in writing, either personally or by mail, on the principal at \_\_\_\_\_ or \_\_\_\_\_ its legal representatives, or successors, or on the surety at to \_\_\_\_\_ proceed at \_\_\_\_\_ once to make such repairs as directed by the City of Saginaw and in case of failure to do so within one (1) week from date the date of service of such notice, or within reasonable time not less than one (1) week, as shall be fixed in said notice, then the City of Saginaw shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and be fully reimbursed for same from said principal or surety. If any repair is necessary to be made at once to protect life and property, the City of Saginaw may take immediate steps to repair or barricade such defects without notice to the contractor. In such case the City Of Saginaw shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefor shall be charged to the principal or surety. In this connection the judgement of the City of Saginaw is final and conclusive.

If the principal for a period of one (1) year from the date of Completion and Final Acceptance, shall keep the work so constructed under the contract in good order and repair, excepting only such parts of said work which have been disturbed without the consent or approval of the principal after the final acceptance of same, and whenever notice is given as hereinbefore specified, at once proceed to make the repair as the notice directs, or reimburse the City of Saginaw for any expenses incurred by it in making such repairs should the principal or surety fail to do so, then the above obligation shall be void: otherwise, it will remain in full force and effect.

**Name of Company**

\_\_\_\_\_(L.S.)

BY: \_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)

(Official Title)

\_\_\_\_\_(L.S.)

Approved as to substance:

(Surety Company)

\_\_\_\_\_  
City Manager

BY: \_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)

(Official Title)

Approved as to form and execution:

\_\_\_\_\_  
City Attorney

CITY OF SAGINAW

**PROGRESS CLAUSE**

Start work on or after November 2, 2015 or as directed by City Engineer. All work must be completed on or before March 4, 2016 as shown on the Notice to Proceed. In no case, shall any work commence prior to receipt of formal notice of award by the City.

Work is prohibited on City of Saginaw holidays. Holiday dates that may occur within the contract period are as follows: November 11, November 26, November 27, December 24 and December 25, 2015, and January 18, 2016. Unauthorized work performed during prohibited time shall not be paid for.

Failure by the contractor to meet the above listed contract completion dates will result in the assessment of liquidated damages in accordance with the Special Provision for Liquidated Damages.

The approved low bidder(s) for the work covered by this proposal will be required to submit a detailed Progress Schedule. The City of Saginaw will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the number, type and location of street lights scheduled to be installed each week.

If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

Failure on the part of the contractor to carry out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.

CITY OF SAGINAW  
SPECIAL PROVISION  
FOR  
**LIQUIDATED DAMAGES**

TLLF/LED

1 OF 1

July 2015

**GENERAL REQUIREMENT**

All work shall be accomplished in accordance with section 108 of the Michigan Department of Transportation 2012 Standard Specifications for Construction and as modified herein.

**DESCRIPTION**

Liquidated Damages per calendar day will be assessed at 100% of the amount indicated below:

<b>SCHEDULE OF LIQUIDATED DAMAGES</b>	
<b>ORIGINAL CONTRACT AMOUNT</b>	<b>LIQUIDATED DAMAGES (per calendar day)</b>
\$ 0 to \$ 49,999	\$350
\$ 50,000 to \$ 99,999	\$550
\$ 100,000 to \$ 499,999	\$750
\$ 500,000 to \$ 999,999	\$950
\$1,000,000 to \$1,999,999	\$1,500
\$2,000,000 to \$2,999,999	\$2,500

**ASSESSMENT OF LIQUIDATED DAMAGES**

Sums assessed as Liquidated Damages shall not be considered penalties, but as damages due the City from the contractor for failure to complete the work within the specified time.

**NOTICE TO BIDDERS**  
**UTILITY COORDINATION**

**TLLF: LED****1 of 1****July 2015**

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05.E of the 2012 MDOT Standards Specifications for Construction.

The following public utilities have facilities located within the right-of-way:

UTILITY	OWNER	CONTACT PERSON
Gas/Electric	Consumers Energy Co. 2400 Weiss Street Saginaw, MI 48602	Marcia Janson-Wilson (gas) (989) 791-5885 Greg Squanda (electric) (989) 791-5353
Telephone	AT&T 309 S. Washington Ave. Saginaw, MI 48607	Mike Szymkowiak (989) 776-4058
Sewer & Water	City of Saginaw 1701 S. Jefferson Ave. Saginaw, MI 48601	Josh Hoffman (989) 759-2580
Traffic Signals, Signs, Street lights	City of Saginaw 1435 S. Washington Ave. Saginaw, MI 48601	Mike Hagen (989) 737-5583
Cable/ Television	Charter Communications 2525 N. State Street Saginaw, MI 48602	Mark Kelly (989) 791-4374

For protection of underground utilities, the Contractor shall dial (800) 482-7171 or 811, a minimum of 3 working days prior to excavating. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be a part of the 'Miss Dig' alert system.



CITY OF SAGINAW  
SPECIAL PROVISION  
FOR  
**ROADWAY LUMINAIRE INSTALLATION**

TLLF:LED

1 of 3

June 2015

**DESCRIPTION**

The intent of this special provision is to allow the City of Saginaw to obtain the services of a licensed electrical contractor to replace existing HID cobra head street lights with new LED cobra head street lights that are being procured by the City of Saginaw.

**CONSTRUCTION METHOD****150W HPS Cobra Head Replacement and 250W HPS Cobra Head Replacement (For informational purposes only)**

Luminaire housing for cobra head fixtures must be (IEC IP66 rated) die-cast aluminum construction with stainless steel or zinc plated steel fastening hardware. The fixture must be a grey or silver powder-coat finish unless otherwise shown in the contract. Provide a mast arm horizontal tenon mounting provision with  $\pm 5$  degree leveling adjustment capable of mounting on a 2 inch ( $2\frac{3}{8}$  inch O.D.) pipe arm (if required). Ensure the fixture has passive heat sink cooling (no fans, pumps, etc.) with self-cleaning ability and designed to operate within a -40 degree C to 40 degree C ambient temperature environment.

All roadway cobra head lighting fixtures shall be provided with an integral, standard 3 pin, photocell. This photocell shall be operable from multiple voltages from 105 Volts up to 305 volts, with an ON fail mode, maximum load rating of 1800 VA, an operating temperature range of -40F to 158F, 5000 Volt dielectric strength, three levels of surge protection with the primary 640 Joule MOV rated for 40,000 Amp surge current protecting not only the photocell but also the LED fixture, power consumption of 0.5 watts at 120 volts, instant on operation, color selection by the Engineer, standard on level of 1.5 fc +/- .25 and turn off of 2.25 fc, and a standard 12 year warranty from the date of manufacture, Ripley Lighting Controls or approved equal.

All cobra head style fixtures are to be of a self-cleaning design, with a gray finish and Type III lighting distribution, tool-less entry, and Non-Dimmable driver. The 150W HID replacement fixture shall have an approximate 60W LED and minimum equivalent delivered lumen output at 4000K shall be provided with the bid for the Engineers review, the 250W HID replacement shall have an approximate 110W LED and the minimum equivalent delivered lumen output at 4000K shall be provided with the bid for the Engineer's review. The final color rendition of all LED fixtures will be determined by the Engineer and shall be between 4000K and 5700K.

CITY OF SAGINAW  
SPECIAL PROVISION  
FOR  
**ROADWAY LUMINAIRE INSTALLATION**

**TLLF:LED****2 of 3****June 2015****General Requirements**

All work shall be completed in accordance with MDOT standards, City of Saginaw standards and the National Electric Code.

The City plans to have 5 separate deliveries of materials, at the City of Saginaw's request, to a warehouse location within 10 miles of City of Saginaw City Hall, 1315 S. Washington Ave., Saginaw, MI 48601. The shipments will be scheduled to arrive in a manner so that all the light fixtures will arrive and be installed according to the start and completion dates as specified in the contract. The Contractor shall be responsible for coordinating material orders with the City of Saginaw not less than 3 weeks prior to the material needing to be delivered at the warehouse. The Contractor shall be responsible for damage or loss to materials once they are taken from the warehouse and shall replace damaged or lost materials at their cost.

The Contractor shall be responsible for the disposal of the removed light fixtures.

The Contractor shall utilize the existing electrical connections and tenon to make the final installation of the fixture in the field. The Contractor shall make reasonable efforts to install the fixture plumb utilizing the leveling adjustments of the fixture. If there are issues at a location that make it impossible to complete the installation notify the Engineer immediately such that the work can be completed by City of Saginaw staff.

The Contractor is responsible for all materials, equipment, and manpower to install the light fixtures in a complete and functional manner and in accordance with the manufacturer's instructions. The Contractor shall verify the functionality of the light fixture and photocell at each location prior to moving to the next location. The Contractor will use the tablets to document the required information as specified on the Special Provision for Light Installation Documentation.

The Contractor shall coordinate their work with City staff weekly and shall be responsible for any required traffic control and site safety. The Contractor is advised that the 2011 Michigan Manual on Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control.

CITY OF SAGINAW  
SPECIAL PROVISION  
FOR  
**ROADWAY LUMINAIRE INSTALLATION**

**TLLF:LED****3 of 3****June 2015**

The completed work as measured for **ROADWAY LUMINAIRE INSTALLATION** will be paid at the contract unit price for the following contract item (Pay Item):

**MEASUREMENT AND PAYMENT**

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
150W HPS Cobra Head Replacement	EACH
250W HPS Cobra Head Replacement	EACH

Replacement will be paid at the contract unit price per Each, which price shall be payment in full for all labor, material, documentation, traffic control, removal, disposal and equipment required to accomplish this work.

CITY OF SAGINAW  
SPECIAL PROVISION  
FOR  
**LIGHT INSTALLATION DOCUMENTATION**

**TLLF:LED**

**1 of 1**

**June 2015**

**DESCRIPTION**

Contractor will collect at a minimum the following information using the software provided. Additional items may be added during the construction with no additional compensation.

**GPS - Pole Location**  
**Date of Light Installation**  
**Type of Light Installation**  
**Wattage Equalivant**  
**Owner of Pole**  
**Pole Material**  
**Notes**

**TRAINING BY CITY OF SAGINAW**

The city will load the required software and provide training on the use and operation to collect the required documentation per light.

**MEASUREMENT AND PAYMENT**

Payment for this item will be included in the 150W HPS Cobra Head Replacement and 250W HPS Cobra Head Replacement and will not be paid for separately.

CITY OF SAGINAW  
SPECIAL PROVISION  
FOR  
MICROSOFT SURFACE PRO 3 TABLET

TLLF:LED

1 of 6

June 2015

**DESCRIPTION**

Purchase the required **MICROSOFT SURFACE PRO 3 TABLET** as specified on the following specification sheets.

**PURCHASING METHOD**

Contractor will purchase as many MICROSOFT SURFACE PRO 3 TABLETS as work crews need to perform the installation and documentation, minimum of 4 required.

The contractor must provide each tablet with Mobil Wireless Internet Access, by the method of their choice.

The tablets will become the property of the City of Saginaw at the completion of this project. The tablets must in new or like new condition and fully operational or they will have to be replaced with new tablets.

**TRAINING BY CITY OF SAGINAW**

The city will load the required software and provide training on the use and operation.

**MEASUREMENT AND PAYMENT**

The purchase for **MICROSOFT SURFACE PRO 3 TABLET** will be paid at the contract unit price for the following contract item (Pay Item):

**PAY ITEM****PAY UNIT**

MICROSOFT SURFACE PRO 3 TABLET

Each

MICROSOFT SURFACE PRO 3 TABLET will be paid at the contract unit price per Each, which price shall be payment in full for all labor, material, and equipment required to accomplish this work.



**800.808.4239**

## Microsoft Surface Pro 3 – 12" – Core i5 4300U – Windows 8.1 Pro 64-bit – 8

Microsoft

Surface

Mfg. Part: QG2-00001 | CDW Part:  
3368326 | UNSPSC: 43211509



**\$1,299.99**

Advertised Price

Lease Option (\$40.56 /month)

### Availability: In Stock

Ships today if ordered within 3 hrs 5 mins

- Tablet
- no keyboard
- Core i5 4300U / 1.9 GHz
- Windows 8.1 Pro 64-bit
- 8 GB RAM
- 256 GB SSD
- 12" touchscreen 2160 x 1440 ( Full HD Plus )

### Recommended Warranty and Services

Microsoft Complete extended service agreement -3yr total coverage

**\$255.35**

Advertised Price

CDW/CDWG Asset Tag install w/o another Configuration Center service

**\$9.97**

Advertised Price

Product Overview

Main Features

- Tablet
- no keyboard
- Core i5 4300U / 1.9 GHz
- Windows 8.1 Pro 64-bit
- 8 GB RAM
- 256 GB SSD
- 12" touchscreen 2160 x 1440 ( Full HD Plus )
- Intel HD Graphics 4400
- Wi-Fi
- silver

With a 12" display, Surface Pro 3 has the power of a laptop in a lightweight, versatile form.

Powered by Intel® Core™ i5 Processors

Intel, the Intel Logo, Intel Inside, Intel Core, and Core Inside are trademarks of Intel Corporation in the U.S. and/or other countries.

Technical Specifications

*Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.*

Audio Input

Type: Stereo microphone

Audio Output

Type: Stereo speakers

Battery

Run Time (Up To): 9 hours

Cache Memory

Installed Size: 3 MB

**Card Reader**

Supported Flash Memory: microSD , microSDHC , microSDXC  
Type: Card reader

**Dimensions & Weight**

Depth: 7.9 in  
Height: 0.4 in  
Weight: 28.2 oz  
Width: 11.5 in

**Display**

Diagonal Size (metric): 30.5 cm  
Display Resolution: Full HD Plus  
Abbreviation:  
Image Aspect Ratio: 3:2  
Projector Monitor Features: ClearType  
Touchscreen: Yes (10-point multi-touch)  
Type: LCD  
Widescreen Display: Yes

**Display (Projector)**

Diagonal Size: 12 in  
Max Resolution: 2160 x 1440

**Hard Drive**

Type: SSD

**Header**

Brand: Microsoft  
Compatibility: PC  
Country Kits: Canada , United States  
Manufacturer: Microsoft Surface  
Model: Pro 3  
Packaged Quantity: 1  
Product Line: Microsoft Surface

**Input Device**

Type: Surface Pen , Touch-screen

**Interfaces**



USB 3.0 Ports Qty: 1  
Interface: USB 3.0  
  
Interface: Mini DisplayPort  
  
Interface: Headphone/microphone combo jack  
  
Interface: Dock

**Miscellaneous**

Color: Silver  
Features: Accelerometer , Ambient light sensor , Gyroscope , Magnetometer  
Product Color: Silver

**Modem**

Type: None

**Networking**

Compliant Standards: Bluetooth 4.0 , IEEE 802.11a , IEEE 802.11ac , IEEE 802.11b , IEEE 802.11g , IEEE 802.11n , Wi-Fi CERTIFIED  
Data Link Protocol: Bluetooth 4.0 LE , IEEE 802.11a , IEEE 802.11ac , IEEE 802.11b , IEEE 802.11g , IEEE 802.11n  
Wireless Protocol: 802.11n/ac , Bluetooth 4.0 LE

**Notebook Camera**

Camera Features: Second camera  
Capture Resolutions: 1920 x 1080  
Integrated Webcam: Yes  
Resolution (MP): 5 Megapixel

**Optical Storage**

Drive Type: No optical drive  
Type: None

**OS Provided**

Edition: Windows 8.1 Pro  
Family: Windows 8.1  
Type: Windows 8.1 Pro 64-bit Edition

**Power Device**

Power Provided: 36 Watt

**Processor**

64-bit Computing: Yes

Clock Speed:	1.9 GHz
Features:	Enhanced SpeedStep technology , Hyper-Threading Technology , Idle States , Intel Turbo Boost Technology 2.0 , Intel Virtualization Technology , Intel Virtualization Technology for Directed I/O (VT-d)
Generation:	4
Manufacturer:	Intel
Max Turbo Speed:	2.9 GHz
Number of Cores:	Dual-Core
Processor Number:	I5-4300U
Type:	Core i5
<b>RAM</b>	
Installed Size:	8 GB
Max Supported Size:	8 GB
Technology:	LPDDR3 SDRAM
<b>Service</b>	
Support Details Full Contract Period:	1 year
Support Details Type:	Limited warranty
<b>Service &amp; Support</b>	
Type:	1 year warranty
<b>Software</b>	
Type:	Flipboard , Fresh Paint , Mahjong , OneNote MX , Skype , Skype Wi-Fi , Solitaire , Sudoku/Microsoft Number Puzzle
<b>Storage Hard Drive</b>	
Capacity:	256 GB
<b>System</b>	
Dockable:	Yes
Embedded Security:	Trusted Platform Module (TPM 2.0) Security Chip
Hard Drive Capacity:	256 GB
Mechanical Design:	No keyboard
Notebook Type:	Tablet
Platform:	Windows
<b>Video Output</b>	
Graphics Processor Vendor:	Intel HD Graphics 4400

CITY OF SAGINAW  
SPECIAL PROVISION  
FOR  
**INCIPIO CAPTURE – PROTECTIVE COVER**

**TLLF:LED****1 of 3****June 2015****DESCRIPTION**

Purchase the required **INCIPIO CAPTURE – PROTECTIVE COVER** as specified on the following specification sheets.

**PURCHASE METHOD**

Contractor will purchase as many INCIPIO CAPTURE – PROTECTIVE COVER as need so that each tablet has a cover.

The covers will become the property of the City of Saginaw at the completion of this project. The covers must in new or like new condition or they will have to be replaced with new covers.

**MEASUREMENT AND PAYMENT**

The purchase for **INCIPIO CAPTURE – PROTECTIVE COVER** will be paid at the contract unit price for the following contract item (Pay Item):

**PAY ITEM****PAY UNIT**

INCIPIO CAPTURE – PROTECTIVE COVER

Each

INCIPIO CAPTURE – PROTECTIVE COVER will be paid at the contract unit price per Each, which price shall be payment in full for all labor, material, and equipment required to accomplish this work.



800.808.4239

## Incipio CAPTURE – protective cover for tablet

Model: MRSF-072-BLK

Mfg. Part: MRSF-072-BLK | CDW Part:  
3437635 | UNSPSC: 53121705

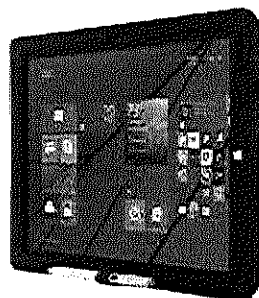
**\$66.50**

Advertised Price

**Availability: In Stock**

Ships today if ordered within 2 hrs 57 mins

- Back cover for tablet
- black
- for Microsoft Surface Pro 3



## Product Overview

### Main Features

- Back cover for tablet
- black
- for Microsoft Surface Pro 3

Engineered for durability and superior protection, the multi-layered Capture Case for the Microsoft Surface Pro 3 is your ideal choice for rugged defense. The Capture Case offers optimal versatility, featuring a convenient 360° rotating handle and adjustable strap that provides additional security. Have peace of mind knowing your device is fully protected through your daily adventures.

## Technical Specifications

*Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.*

### Carrying Case

Color:	Black
Cover Type:	Back cover
Features:	Camera lens cutout , Port cut-outs , Rotating hand strap , Rugged
Recommended Use:	For tablet
Type:	Protective cover

### Dimensions & Weight

Weight:	20 oz
---------	-------

### Header

Brand:	Incipio
Manufacturer:	Incipio
Packaged Quantity:	1
Product Line:	Incipio CAPTURE

### Miscellaneous

Product Color:	Black
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### Service

Support Details Full Contract Period:	Lifetime
Support Details Type:	Limited warranty

### Service & Support

Type:	Limited lifetime warranty
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Revised : .7/14/10

**DIVISION I  
GENERAL CONDITIONS**

**101. DEFINITIONS**

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the City of Saginaw and the Contractor, of which these Specifications and Divisions form a part.
- b. The term "Contractor" means the persons, Firm or corporation entering into the Contract with the City of Saginaw to construct and install the improvements embraced in this contract.
- c. The term "City Engineer" shall mean the City Engineer of the City of Saginaw acting personally or, in his absence, through the then-acting City Engineer. The term "Engineer" shall mean the City Engineer acting directly or indirectly through his authorized representatives acting within the limits of the respective authority delegated to them.
- d. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, Specifications, Divisions, Special Conditions, Technical Specifications and Drawings (as listed in the Schedule of Drawings).
- e. The term "Drawings" means the drawings listed in the SCHEDULE OF DRAWINGS.
- f. The term "Technical Specifications" means that part of the Contract Documents which described, outlines and stipulates, the quality of the materials to be furnished; the quality of the workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- g. The term, "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City of Saginaw to prospective Bidders prior to time of receiving Bids.

**102. APPLICATIONS OF CONDITIONS**

These conditions and the clauses of the following pages, printed as well as written, shall apply to all branches of the work with equal force, whether the work is done under one entire Contract or under several separate Contracts.

**103. SUBCONTRACTS**

The Contractor shall, as soon as practicable after signing the Contracts, but in any event prior to the performance of any work by any subcontractor, notify the City in writing of the names of Subcontractors proposed for the work designating the portions of work to be performed by each. Prior to the performance of any work, the contractor must receive the written approval of the City's Contractor Compliance Officer as to the satisfaction of any minority and woman-owned business percentage requirements.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by the, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City.

#### **104. ASSIGNMENT OF CONTRACT**

- a. It is agreed that the Contractor shall not assign or transfer this contract, or sublet any part of the work embraced in it, except with the written consent of the City to do so.
- b. It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all the provisions of this Agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work, or lessen his obligations and liabilities under this Agreement.
- c. It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Agreement, or his claim thereto, except with the written consent of the City.

#### **105. RESPONSIBILITIES OF CONTRACTOR**

- a. The contractor shall be held to have examined the premises and line of work and shall take the whole responsibility of the work. Should any unforeseen difficulty or obstruction be encountered in the prosecution of the same, involving a greater expenditure of money than the Contractor expected at the time of bidding, he shall proceed, nevertheless, with the work, and no allowance will be made therefore.
- b. It shall not be incumbent upon the City to notify the Contractor when to begin, to cease or to resume work, nor in any way to superintend so as to release the Contractor of responsibility, or of any consequence of neglect or carelessness by him or his subordinates.
- c. The Contractor shall devote his time and personal superintendence to the fulfillment of this contract, and shall keep the same under his control. He shall not assign or sublet this contract, or any portion thereof, nor shall he sublet the work required hereunder, or any portion thereof, without the written consent of the City Engineer.
- d. The Contractor shall assume and have sole charge and possession of all work included in this contract, until the termination thereof, unless otherwise specified in this contract, and shall be solely liable for all damages to persons or property occasioned in any way by his act or neglect or that of his agents, employees, workmen, or any person or persons in and about the work embraced in this Contract.



e. Prior to the start of construction in the public right-of-way, it shall be the responsibility of the Contractor to notify the TRAFFIC ENGINEERING DIVISION of said work. In the case where complete street closure is necessary, it shall be the responsibility of the Contractor to notify the TRAFFIC ENGINEERING DIVISION, FIRE DEPARTMENT AND POLICE DEPARTMENT at least forty-eight (48) hours prior to the start of said work.

#### **106. CITY ENGINEER'S POWER**

a. All work and material furnished under this contract shall be furnished under the direction of and to the satisfaction and approval of the City Engineer. Should any dispute arise as to quality or fitness of the materials or workmanship, the decision shall rest strictly with the City Engineer, and shall be based upon the requirements that all work done and materials furnished shall be first class in every respect, and what is useable and customary shall in no way enter into any consideration or decision whatsoever. He shall have power to condemn all work and reject all material, which in his opinion, is not done or furnished in accordance with this contract. But, this power and authority shall be confined to the direction or specification of what is to be done under this contract, and shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone shall be responsible.

b. Where the Contract Documents provide that the determinations, directions or approvals shall be made by the "Engineer", this shall mean by the City Engineer acting directly or through duly authorized representatives acting within the limit of authority delegated to them. Any determination, directions, or approval of such authorized representatives shall be subject to review by the City Engineer.

#### **107. CONTRACTS FOR OTHER WORK**

a. In case any additional work shall be required in connection with the work contemplated under this contract, the City shall have the right to have such additional work done by any person other than the said contractor, and said contractor shall in no way interfere with or molest such person, and shall suspend such part of the work herein specified, or will carry on the same in such manner as he may be ordered by said City Engineer, so as to afford all reasonable facilities for doing such additional work, and said contractor shall make no claims for damages or for privileges or rights than expressed by this contract by reason of the suspension and the doing of such additional work, except for such extension of time to perform this contract as may be certified by the City Engineer.

b. The City reserves the right to lay or relay, construct or repair any water mains, gas mains, sewers, conduits and all other pipes and any connections thereto, or to grant permits to those having franchise rights from the City to lay or relay, construct or repair such water mains, gas mains, sewers or conduit and other pipes and connection thereto at any time, and to do such other underground work in the street or streets along the line of work as shall be necessary, or grant permits therefore, at any time prior to the completion of the foundation for the paving material within the limits of this improvement, and to that end shall have the right to suspend the work on the said improvement, or any part thereof, and the contractor shall not interfere with or place any obstruction in the way of any person or persons who may be engaged in doing any of the work herein specified, and shall not be entitled to damages because of such work or any delay caused thereby.

## **108. PROGRESS**

In addition to the progress clause incorporated in the proposal, the contractor shall be required to submit, on demand of the City Engineer, an outline of his proposed order of work and to indicate the dates of completion of the major items of the work. This outline, when approved by the City Engineer, may, by incorporated in and become a part of the contract.

## **109. CONTRACTOR'S EMPLOYEES**

- a. The Contractor shall employ suitable superintendents and foremen, who, in the absence of he Contractor, shall be present while any work is being done under this contract, and who shall follow, without delay, all orders and instructions of the City Engineer. Any notice given to a Superintendent or Foreman relative to deviation from any of the requirements of this contract shall be equivalent to a notice to the Contractor.
- b. The foreman, employees, mechanics and other employed by the Contractor shall be skilled in the several parts, which are given them to do. Any employee of the Contractor who may use profane or abusive language to the Engineer or any Inspector, or otherwise impede or embarrass him in the performance of his duties, or who obstructs the progress of the work, shall upon the request of the City Engineer, be immediately discharged and not again employed without consent of the City Engineer.
- c. In doing any work contemplated by this contract, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by said Contractor hereon.
- d. Residents of the City of Saginaw shall by employed upon the work of this contract as far as possible to do so.

## **110. DRAWINGS**

- a. These specifications and accompanying drawings are intended to be cooperative, and what is called for by either shall be as binding as if called for by both. Should it appear that the work hereby intended to be done, or any of the materials or matters relative thereto, are not sufficiently detailed or explained on the said drawings or in the said specifications, or should any error, discrepancy or inconsistency appear between any of the drawings and specifications, or between any of the several drawings, or should any doubt or misunderstanding arise as to the meaning of said drawings or the specifications, the City Engineer shall furnish such additional drawings, detail or explanation, and he shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such drawings and specifications, or between several drawings, and the decision of the City Engineer therein shall be final and conclusive. Explanations received from officers and employees other than the City Engineer will be considered of no avail in a case of dispute.
- b. Preference shall be given to the figured dimensions on the drawings rather than to scale measurements. Figures, unless witnessed by lines and points, are approximate only, and shall not be taken to regulate the dimensions of the structure of improvement. The figures, when so witnessed, are intended to show the exact dimension for the construction of the structure or

improvement, but the Contractor, without extra charge, shall make such slight alterations as may be necessary to make adaptable parts fit to fixed parts, leaving all complete and in proper shape when done. It shall be the duty of the Contractor to verify all dimensions given on the drawings, and to report any error or inconsistency to the said City Engineer before commencing work.

#### **111. CHANGES IN THE WORK**

- a. No deviation from the drawing and specifications shall be made in the execution of the work without the written order and approval of the City Engineer, nor shall any work in the nature of additional work, or any work not contemplated by the specifications or drawings, be performed, except on written order of the City Engineer, and if any extra work be proceeded with or executed by the Contractor without previous order given in writing under the hand of said City Engineer as herein provided, no compensation for the same will be allowed. Extra work shall be defined as work not contemplated in the original contract, not covered in the drawings and specifications and for which no unit prices have been stipulated.
- b. Should it be deemed expedient by the City Engineer, at any time previous to commencing work, or while the work is in progress, to increase or diminish the dimensions, quantities of material or work, or alter the situation or levels, or vary from the form or dimensions of any part of said work, or vary in any other way the work herein contracted for, the City Engineer shall have full power to do so and to order and direct any such increase, diminution, alteration, or extra work to be made or performed and without in any deviating or affecting this contract; and the Contractor hereby waives any claim or right to damages that he may be entitled to by reason of such changes. The Contractor shall, in pursuance of such order and directions as he may receive in writing from the City Engineer, execute the work thereby ordered and directed, and the difference in expense occasioned by such increase, diminution or alteration, so ordered and directed, shall be added to or deducted from the amount payable under this contract.
- c. The contractor shall perform any extra work (work in connection with the contract but not provided for herein as defined in paragraph a. of this section) when and as ordered in writing by the City Engineer, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the City Engineer so elects, for the reasonable cost of such work, as determined by the contractor and approved by the City Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the City Engineer.

The cost of extra work done under (b) above shall include the reasonable cost to the contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental for all machinery and equipment used on the extra work for the period of such use.

At the request of the Engineer, the contractor shall furnish itemized statements of the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

Division I  
General Conditions

The contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The fair rental of all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", published by the Associated Equipment Distributors, or a similar publication approved by the City Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the work the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the work shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the contract.

The contractor shall not include in the cost of extra work any cost or rental of small tools, buildings or any portion of the time of the contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the contractor's own forces under (b) above (determined as stated above), the contractor shall add 15 percent to cover his overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) above by the subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he shall add 15 percent as in the case of the contractor, and the contractor shall be allowed an additional 15 percent of the subcontractor's cost for the extra work to cover the costs of the contractor's overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

If extra work is done under (b) above, the contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed; the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the contractor's authorized representative and by the Engineer. A separate daily records shall be submitted for each extra work order.

d. The City Engineer may order the contractor to proceed with desired changes in work provided that the net value of all such changes does not increase or decrease the original total amount shown in the agreement by more than twenty percent (20%) unless mutually agreed upon in writing by the City Engineer and the contractor and further, that "extra work" shall not increase the original contract by more than twenty percent (20%) in accordance with the section entitled UNIT PRICES under INSTRUCTIONS TO BIDDERS.

## **112. RIGHT OF CITY TO TAKE OVER CONTRACT**

If the work to be done under this agreement shall be abandoned, or if said contractor shall become insolvent, or shall assign this contract or sublet the work hereunder without the written consent of the City Engineer, or if at any time the City Engineer shall be convinced that the work is unnecessarily or unreasonably delayed, or that the contractor is not making such progress in the execution of the work as to indicate its completion within the required time, or that the conditions or agreements of the contract are being willfully violated, or executed carelessly, or in bad faith, he shall promptly notify the Contractor, in writing, and, if this notification be without effect within TWENTY-FOUR (24) hours after the delivery thereof to the contractor, the City engineer shall then have the power and right to place additional men and equipment on said work and supply additional material, if necessary, and do such work as he may deem advisable for the completion of this contract, and may use therefore any materials or implements belonging to said contractor, or he shall have the power and right to notify said contractor to discontinue all work, or any part thereof, under this contract, and upon such notifications, said contractor shall discontinue said work, or such parts thereof, as the City Engineer may designate, and the City shall thereupon have the right and power to re-let this contract, or any part thereof, or to employ, by contract or otherwise, and in such manner and at such prices as it may determine, any person or persons, and obtain any animals, vehicles, appliances, machinery, tools, and other means of construction. And to procure all proper materials which it may deem necessary to work at and to be used to complete the work herein described; also the power to use such appliances, tools, and materials and means of construction of every description as may be found upon the line of work, both such as enter into the completed work and such as are necessarily used in and about the same in the course of construction, and to procure other proper materials for the completion of the same; and it shall charge the expense of all such labor, materials, animals, vehicles, appliances, machinery, tools and other means of construction, and all expense of inspection and engineering and all other expenses, to said contractor, and thereupon the Contractor shall be liable to the city for the amount of the whole cost of accomplishing the object contemplated by this contract in excess, if any, of the amount herein agreed upon, together with such other elements of damage as may have been sustained by the City by reason of said Contractor's failure to complete and perform this contract. In determining the liability of the Contractor hereunder, the City shall not be required to obtain the lowest figures for the work of completing the contract, but all sums actually paid for such completion shall be credited to the City, together with other elements of damage above mentioned, and the certificate of the City Engineer as to the amount of such liability shall be final and conclusive.

## **113. EXTENSION OF TIME**

a. An extension of time for completion of the work under the contract may be granted by the City Engineer, subject to the conditions of this paragraph, but only upon the written application of the contractor. In general, an extension of time will be granted by the City Engineer only if the delay is unavoidable and substantial, not the fault of the Contractor, and could not be reasonably anticipated or adequately guarded against. The Contractor will not be liable for liquidated damages during the period for which time of completion is extended by the City. The contractor shall be entitled to a reasonable extension of time for unavoidable delay in completion caused solely by the following:

1. Any act or omissions of the City, its officers or employees;

2. Any act of other public authorities;
  3. Causes not reasonably foreseeable by the parties at the time of the execution of this contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, act of God, or the public enemy, war or other national emergency making performance temporarily impossible or illegal, acts or omission of other contractors, strikes and labor disputes not brought on by any act or omission of the Contractor, fires, floods, epidemics, quarantine restrictions, freight embargoes, weather of unusual severity such as cyclones or tornadoes, or excessively abnormal weather.
- b. The City Engineer will make a determination, based on the ascertained facts and the terms of this contract, if an extension of time is justified, and, if so, will extend the time for completing the work for a period commensurate with the period of excusable delay. The determination made by the City Engineer shall be binding and conclusive on the Contractor.

#### **114. LIQUIDATED DAMAGES**

In the event of delay in the completion of the entire work beyond the period herein prescribed or beyond the period to which such time may be extended by the City, the City of Saginaw shall be paid the sum of one hundred DOLLARS (\$100.00) for each and every calendar day that the time consumed in said performance and completion extends beyond the final date herein specified and this sum will be considered liquidated damages that the City will suffer by reason of said delay and default. This General Condition for liquidated damages shall, on occasion, be amended by a "Special Provision For Liquidated Damages". The conditions and provisions set forth by this special provision shall supersede the conditions stated herein. In other words the conditions set forth by the "Special Provision For Liquidated Damages" shall prevail. As indicated in Article 6 of this contract, this provision for liquidated damages applies separately to each proposal contained in the contract.

#### **115. DISPUTES**

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the City Engineer for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City Engineer of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the City Engineer will be in writing and will be mailed to the Contractor by certified mail, return receipt requested.
- c. If the Contractor does not agree with any decision of the City Engineer, he shall in no case allow the dispute to delay the work, but shall notify the City Engineer promptly that he is proceeding with the work under protest and he may then except the manner in question from final release.

## **116. SERVICE OF NOTICE**

Service of notice by the City upon the Contractor may be made by service upon him personally or by certified mail, return receipt requested, sent by the City Engineer to the Contractor, his superintendent, foreman, agent or representative, and the receipt of such notice by said Contractor, his superintendent, foreman, agent or representative, shall constitute full and legal notice within the meaning of this contract.

## **117. QUALIFICATIONS OF CONTRACTOR**

The Contractor must be capable of performing the various items of work bid upon. He shall furnish on demand of the City Engineer, a list of his qualifications, covering experience on similar work, a list of machinery, plant and other equipment available for the proposed work and such statements of his financial resources as may be deemed necessary.

## **118. INDEMNITY**

The contractor shall indemnify and save harmless said City of and from all loss or damage caused to any person or property by reason of any carelessness or negligence in the doing or making of the improvement, or furnishing of material, and by reason of failure to pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said contract, and to promptly pay all his just debts, dues and demands incurred in the performance of said contract, and of and from all expense of inspection and engineering, or of whatsoever other kind or nature, which shall be caused by delay or failure in the performance and completion of this contract, and further to indemnify and save harmless of and from all suits and actions against said City, including all attorney's fees, costs and expenses arising from the defense against such suits and actions on account of any injuries or damages sustained by any person or persons by reason of any act, omission or by the use of improper or defective material on the part of said Contractor in the performance of any part of this contract, and further to indemnify and protect and save said City harmless against any and all demands, fees or royalties for any patented invention, materials, articles, methods, arrangement or process of manufacture or any infringements thereon, that may be used on or be in any manner connected with the construction, erection or maintenance of the work, material, or any part thereof, embraced in this contract.

## **119. INSURANCE**

a. During the life of the contract, the Contractor shall effect and maintain the following types of insurance:

- Contractor's Liability (cgl)
- Automobile
- Workman's Compensation
- Umbrella Liability
- Contractor's & Owner's Protective Liability (ocp)
- \*Builder's Risk. (when applicable)
- \*Pollution Coverage (when applicable)

\* The City will specify when such coverage is applicable.

Such insurance shall be furnished by a financially responsible company, satisfactory to the City, which is an "Admitted Carrier" in the State of Michigan, or is on the "Non-Admitted Approved List" for the State of Michigan.

The City of Saginaw, its officers and employees, shall be named as "Additional Insured" on the contractors general liability policy and be the "Additional Insured" on the umbrella policy. The language on the certificate shall read:

The City of Saginaw, its officers and employees, are additional insureds. This coverage is primary to the City and not contributing or pro rata with any other insurance or similar protection, which is or may be available to or carried by the City.

The City of Saginaw shall be the insured on the contractor and owner's general liability policy.

The Contractor shall not commence work under this contract until he has obtained all required insurance and evidence of such insurance has been reviewed and approved by the City Engineer.

- b. All certificates of insurance issued for this contract shall contain the following information in addition to stating the type of insurance and the amount of coverage.
  - 1. The Contract number and description of work covered by the insurance.
  - 2. The insurance must be in a form acceptable to the City and the deductible shall not exceed \$1,000.00.
  - 3. Thirty (30) days notice in writing of any cancellation, termination or change of condition of the policy.
- c. Insurance policies covering operations under this contract, which expire before final acceptance of the work shall be renewed, and the new policies submitted to the City Engineer for review and approval. All policies shall be endorsed to provide that the Engineer will be given thirty (30) days notice in writing of any cancellation, termination or change of condition of the policy.
- d. Contractor's Liability and Contractor's and Owner's Protective Liability. The Contractor shall procure and shall maintain during the life of this contract Contractor's Liability and Contractor's and Owner's Protective Liability insurance in the amounts listed on the following page 10a.
- e. Automobile Insurance: The Contractor shall procure and maintain during the life of this contract Automobile Insurance in the amount listed on the following page 10a.
- f. Workman's Compensation: The Contractor shall procure and maintain during the life of his contract Workman Compensation Insurance as mandated by applicable State and Federal Statute without exclusions, as listed on the following page 10a .
- g. Umbrella Liability: The Contractor shall procure and maintain during the life of this contract Excess Liability in the amounts listed on the following page 10a.
- h. Builder's Risk: (when applicable). The Contractor shall procure and maintain during the life of this contract Builder's Risk Insurance equal to one hundred percent of the completed value of the structures.
- i. Pollution Coverage: The Contractor or the Subcontractor who actually performs the work shall carry pollution insurance in the amount of \$1,000,000.00 where the project involves Asbestos, Environmental or Lead abatement or such other work where the City specifies that pollution insurance is necessary.



**"CONTRACTOR'S LIABILITY (C.G.L.) AND  
CONTRACTOR'S & OWNER'S PROTECTIVE LIABILITY (O.C.P.)"**

Amount of Contract		
Less than \$25,000	\$25,000 - 300,000	over \$300,000
1,000,000 per occurrence 2,000,000 aggregate	1,000,000 per occurrence 2,000,000 aggregate	1,000,000 per occurrence 2,000,000 aggregate

**"UMBRELLA LIABILITY"**

Amount of Contract		
Less than \$25,000	\$25,000 - \$300,000	over \$300,000
1,000,000 per occurrence 1,000,000 aggregate	3,000,000 per occurrence 3,000,000 aggregate	5,000,000 per occurrence 5,000,000 aggregate

Automobile	500,000
Builder's Risk (When Applicable)	Cost of Completed Value of Structures
Workman's Compensation	A) State Statutory, No Exclusions. B) Federal Statutory, No Exclusions. C) Employees Liability \$ 100,000.00 each employee \$100,000.00 each accident \$ 500,000.00 each policy limit

- High Hazard -  
- 10a -

## **120. PATENTS, ROYALTIES, TRADEMARKS, ETC.**

All fees for claims and royalties for any patented inventions, materials, articles, methods, arrangements or process of manufacture that may be used on or in any way connected with the construction, erection or maintenance of this work, or any part thereof, embraced in this contract, shall be included in the price stipulated and mentioned in the proposal to contract for said work.

## **121. PERFORMANCE BONDS AND LABOR AND MATERIAL (PAYMENT) BONDS**

- a. Prior to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Saginaw an Agreement in the form included in the contract documents in such number of copies as the City of Saginaw may require.
- b. Unless otherwise specified in the notice to bidders, the contractor shall furnish a performance bond. A payment bond shall be required as provided by Act 213, Public Acts 1963. Performance bonds and payment bonds shall be on the City's standard forms, copies of which are on file in the office of the City Engineer, shall be in an amount not less than 100 percent (100%) of the total amount of the contract, shall be executed by a corporate surety prior to award of contract, and shall be subject to approval by the City Manager as to substance and by the City Attorney as to form and execution. Irrespective of the provisions of Article 2 of this contract, the contractor shall not commence work hereunder until policies of the insurance required by Section 119 of GENERAL CONDITIONS shall have been furnished and approved by the City. Upon failure of the contractor to furnish said insurance policies within ten (10) days from the award of the contract by the Council, all of the contractor's rights hereunder shall terminate unless the time for furnishing any of said instruments shall have been extended by the City Manager. Such termination shall not relieve the contractor of his liability under his bid bond, and failure to provide the necessary surety bonds and insurance policies shall be treated as the failure of the contractor to enter into the contract pursuant to his bid.

Bid Bonds, Performance Bonds and Payment Bonds will be written with companies named in the Federal Register as published by the Department of the Treasury or acceptable to the City. Surety shall have a rating of no lower than an A- as rated by A.M. Best Key Rating Guide or acceptable to the City.

- c. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Saginaw may grant, based upon reasons determined sufficient by the City of Saginaw, shall constitute a default, and the City of Saginaw may either award the contract to the next best responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising the defaulting bidder shall have no claim against the City of Saginaw for a refund.

## **122. FACILITIES AND NOTICES FOR INSPECTION**

The City Engineer and duly authorized inspectors shall at all times have the right to enter upon the premises upon which said work is being done, or upon which material is manufactured, prepared or stored, for work under this contract, and to inspect the said work and materials, and to ascertain whether or not the construction is carried out in accordance with this contract; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give

ample time for such inspection. When any work or material is being executed or prepared away from the line of work, the City Engineer shall be notified in reasonable time where such work is being executed and such material prepared and when it will be ready for inspection so that inspection may be made from time to time before delivery. Failure or neglect on the part of the City Engineer or any inspector to condemn any material at the time of its being supplied or furnished shall not be construed to imply an acceptance thereof.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Engineer.

### **123. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the City Engineer shall decide to the question of equality.
- b. The Contractor shall furnish to the City Engineer for approval, the manufacturer's detailed specifications for all machinery, mechanical and other special equipment which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (see paragraph 124: "SAMPLES CERTIFICATES AND TESTS", of Division 1, General Conditions).
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall bear the risk of subsequent rejection.
- d. Materials specified by reference to the number of symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the NOTICE INVITING SEALED PROPOSALS, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- e. When any material has been furnished by the City, the Contractor, or his authorized agent, shall sign a receipt therefore, stating that the material has been received in good condition; and, after receiving such material, the Contractor shall be responsible for the material and shall protect it from the weather and from all other causes which might damage the same, in order to keep the material in as good condition as when he received it. All material broken, damaged or stolen when in the care of the Contractor shall be charge against him and the value thereof deducted from any monies that may become due him. All materials furnished by the City shall be loaded and hauled by the Contractor from the Water and Sewer Maintenance Yard, Department of Public Utilities, at Jefferson and Garey streets, during the regular working hours of the Water and Sewer Maintenance Division.

## **124. SAMPLES, CERTIFICATES AND TESTS**

a. The Contractor shall submit all material and equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer. No such material or equipment shall be manufactured or delivered to the site except at the Contractor's own risk, until the Engineer has approved the required samples or certificates. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the Producer. The accompanying certificates or letters from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the City of Saginaw's right to demand full compliance with contract requirements. After actual deliveries, the Engineer will have such check tests made, as he deems necessary in each instance, and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories, which fail to meet check tests, have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the contract, the costs of sampling and testing will be divided as follows:

1. The Contractor shall furnish, without extra cost, all samples required for testing purposes; furnishing shall include packing and delivery charges, except for those samples taken on the project by the Engineer;
2. The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
4. The City of Saginaw will pay all other expenses.

## **125. PERMITS AND CODES**

The contractor shall keep himself fully informed of and shall at all times observe and comply with all existing or future acts of the Legislature, all requirements and provisions of the Charter of the City, and all municipal ordinances, prohibitions, rules, and regulations in any

manner affecting the conduct of the work, and shall protect and indemnify the City against any and all claims arising from or based on any violations of such acts, charter, ordinances, prohibitions, rules, regulations, orders, or decrees and against all violations of law by the Contractor or his employees.

## **126. CARE OF WORK**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Saginaw.
- b. In an emergency affecting the safety of life or property on or adjoining the site, the Contractor shall act, either at his own discretion or as instructed by the City of Saginaw, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Saginaw as provided in the section entitled "CHANGES IN THE WORK", in Section 111, Division I, General Conditions.
- c. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in manner satisfactory to the City of Saginaw, any damage thereto caused by his operations.
- d. All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc., shall be sufficiently and adequately shored and supported by timber and planking and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at his own expense to the satisfaction of the City Engineer.
- e. The Contractor shall AT ALL TIMES keep excavated areas, trenches and holes free of water during the progress of the work. All costs for the installing and operating of pumps and other necessary equipment to keep excavated areas, trenches and holes free of water shall be borne by the Contractor.

## **127. REVIEW BY THE CITY OF SAGINAW**

The City of Saginaw, its authorized representatives and agents, shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the City of Saginaw through its authorized representatives or agents.

## **128. SANITARY FACILITIES**

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government.

Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## **129. WATER**

Water for use on improvements may be procured from the nearest hydrant. Permission to open and use hydrants and water shall, however, first be obtained from the Department of Public Utilities, subject to rules and regulations of said Department, said Contractor shall furnish all necessary piping, hose and accessories and pay all water taxes, fees and charges incidental to the opening and closing of hydrants and the use of water. Before the allowance of the final estimates, the Contractor shall present to the City Engineer a receipt from the City Treasurer, showing that all water taxes and charges for the use of water under this contract have been paid.

## **130. STOPPAGE OF WORK AND CROSSINGS**

Upon any stoppage of work, all materials are to be piled up neatly so as not to impede travel upon the sidewalks or roadway, or the use of fire hydrants, and all rubbish and surplus material shall be removed immediately Thereafter from the street or avenue by the Contractor. During rainy weather, the Contractor shall lay a temporary plank crosswalk across the street from sidewalk to sidewalk, such as will provide safe and dry footing for pedestrians. When so ordered by the City Engineer, the Contractor shall lay a temporary roadway or bridge SIXTEEN FEET in width across the entire intersection or excavation or trench such as will provide a safe and satisfactory roadway for vehicular travel. All the aforesaid work shall be done without cost to the City other than the price paid for excavation.

## **131. PRIVILEGES OF CONTRACTOR IN THE STREET**

- a. The Contractor may occupy the whole width of the roadway between the sidewalks or the street lines. He shall not close more than THREE (3) blocks at one time without permission from the City Engineer. Each block of pavement or improvement shall be finished and opened to public travel as soon as practicable after the commencement of work thereon, but the use of any portion of the pavement or improvement by the public shall not be construed as an acceptance of the work, nor shall the Contractor be entitled to any damages thereby. No more than two consecutive street intersections shall be closed to public traffic at the same time and each alternate intersection shall be opened for traffic, unless otherwise ordered by the City Engineer.
- b. All sidewalk approaches and the crossings at street intersections shall be kept open and made safe and passable at all times for both pedestrian and vehicular travel, except at such times as the Engineer may direct otherwise.
- c. The Contractor shall provide and maintain a safe and satisfactory roadway across all railway tracks at such places as required. Unless authority is otherwise given, the Contractor shall complete one side of the street before closing the other side, keeping the street open for travel and the fire department as much as possible.

### **132. EXCAVATIONS UNDER RAILROADS**

In excavating under or adjacent to any railroad tracks, the running of trains or cars must not be interrupted or interfered with, and the Contractor shall so conduct this work as not to cause injury to such tracks. The Contractor shall in due season notify the railroad company owning said tracks to support and protect same, and shall arrange with such company for any construction and from any expense incurred thereby, without cost to the City.

### **133. BARRICADES AND TRAFFIC CONTROLS**

All barricades and traffic controls for the work shall be in conformance with the 1991 MICHIGAN DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (hereafter referred to as the Manual). The Contractor shall barricade or fence his work as outlined in the Manual or as directed by the Engineer.

In addition to the requirements of the manual, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions. This shall apply to all construction projects either within street right-of-way or off street right-of-way.

It shall also be the duty of said Contractor to place upon such barriers, fence or railing, at evening twilight on each day, the required colored lights, and to keep them lighted during the night.

The Contractor shall put up and maintain barricades and traffic controls as required by the manual for any stored materials he may have placed in the street.

Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

All costs incurred for barricading or fencing shall be incidental to the work items in the contract unless otherwise stated. In addition all costs incurred by the City for placing barricading or fencing on the work site when the Contractor has failed to do so or when he has failed to properly maintain those barricades or fencing he has placed shall be charged to the Contractor and he shall promptly pay all charges. Should the Contractor fail to pay for the barricading placed by the City, the City may deduct the amount owing from the final payment.

### **134. GRADE STAKES**

Grade or line stakes will be given by the City and must be protected and preserved and strictly followed, but the Contractor shall note any irregularities in such stakes and have the same checked before proceeding. The Tops of all stakes must be uncovered and kept exposed by the Contractor at any and all times so as to be accessible to the Engineer on demand.

**135. STREET MONUMENTS**

The Contractor shall not disturb any street monuments unless authorized to do so by the City Engineer.

**136. SUNDAY AND NIGHT WORK**

No Sunday or night work shall be done except in case of emergency, and then only with the written consent of the Engineer. If, for any reason, it is necessary to do any work after twilight and permission is granted, the Contractor shall furnish suitable lighting without cost to the City other than the price paid for the work being done.

**137. TEST BORINGS, TEST HOLES OR TEST PITS**

All data on plans relative to test borings, test holes or test pits made by the City for the purpose of determining soil conditions in , along side of, or in close proximity to the line of work, shall in no way be construed by the Contractor as a guarantee of soil conditions as will be encountered in the line of the work, but will be understood to be nothing more than data which the Contractor may or may not use in forecasting soil conditions.

**138. CLEANING UP**

Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises, which he has occupied during the construction period. Before the time for the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, rubbish and all unused materials, together with all tools and equipment.

**139. CORRECTING WORK**

Any unfaithful work or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected and replaced immediately on the order of the City Engineer. In case any material is rejected, it shall be immediately removed from the line of work and not again brought thereon. In case the order for removal and replacing as specified above is not promptly complied with after written notice, the City Engineer shall be at liberty to remove and replace the same with proper materials, at the expense of the Contractor, and the cost thereof shall be deducted from the amount due him. Any omission to disapprove the work or material at the time of the inspection or at the time of any semi-monthly or other estimate shall not relieve the Contractor of any of his obligations. All work or material of whatever kind, which, during the progress of construction and before its final acceptance, may become damaged from any cause, shall be removed and replaced by the Contractor with good and satisfactory work or material. Should it become necessary to retain any faulty or imperfect work or material which, if corrected or replaced would cause undue risk, injury or delay, a sum to be adjusted by the City Engineer, not exceeding the whole value of such work or material if the same were correct, shall be deducted from the contract price.

**140. ACCIDENT PREVENTION**

a. The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons and property, either on



or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as the City of Saginaw may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract. The Contractor shall promptly furnish the City of Saginaw with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the City of Saginaw from any claims from damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

#### **141. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the contractor to make timely requests of the City Engineer for any additional information not already in his possession which should be furnished by the City of Saginaw under the terms of this contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

#### **142. WARRANTY OF TITLE**

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Saginaw free from any claims, liens, or charges. Neither the contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City of Saginaw. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### **143. FAIR EMPLOYMENT PRACTICES**

- a. The contractor will not discriminate against any employee, or applicant for employment because of race, creed, color, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.
- c. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the contractor's commitments under this section.
- d. The contractor will furnish all information and reports required by the City of Saginaw, and will permit access of his books, records, and accounts by the City of Saginaw for purposes of investigation to ascertain compliance with this section, (Fair Employment Practices).
- e. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts.
- f. The contractor will include the provisions of paragraphs (a) through (e) in every subcontract or purchase order over \$5,000, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the City of Saginaw may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **144. ACCEPTANCE**

No estimate given or payment made under the contract, or the occupancy of the work herein required, either partial or entire by the City, shall be evidence of the performance of the contract either in whole or in part, nor an acceptance of imperfect or faulty work or material.

### **145. GUARANTEE**

The contractor shall be responsible for and must make good any defects arising or discovered in the work or material required hereunder within ONE (1) YEAR from the completion and final acceptance of such work and material, except for concrete sidewalks, new or repair, and paving between the curb and sidewalk (Driveway Approaches), which shall be guaranteed for a period of

FIVE (5) YEARS from the completion and final acceptance of such work and material. No payment, final or otherwise, shall be construed to relieve the contractor from his obligation to make good any defect arising or discovered within such period, nor as a waiver of any specific obligation which the contractor may assume as to the durability of his work.

#### **146. MICHIGAN SALES & USE TAX**

The contractor shall include and be deemed to have included in his bid and contract price all Michigan Sales and Use Taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

If the contractor is not required to pay or bear the burden, or obtain a refund or drawback, in whole or in part, of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction whether as a refund or otherwise shall ensure solely to the benefit of the City of Saginaw.

#### **147. FINAL INSPECTION**

When the improvements embraced in this contract are substantially completed, the contractor shall notify the City Engineer in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the City Engineer having charge of inspection. If the City Engineer determines that the status of the improvements is as represented, he will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.