

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

**C-1613
CITY HALL MASONRY**

**BID OPENING
TUESDAY, MARCH 12, 2013
3:00 PM**



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CITY HALL MASONRY

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DIVISION 1: GENERAL CONDITIONS – CITY OF SAGINAW

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

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.

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.

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.

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 INVITING SEALED BIDS

C – 1613 – CITY HALL MASONRY

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, March 12, 2013** and then publicly opened for the **DEPARTMENT OF PUBLIC SERVICES – C – 1613 CITY HALL MASONRY**

Furnish labor, tools, equipment, and materials as required to perform the work as specified in the contract documents

**Pre-Bid Meeting – Wednesday March 6, at 10:00, 2013
Saginaw City Hall 1315 S Washington Avenue, Saginaw MI 48601**

Questions to be directed to JOHN T. MEYER, FAIA, Architectural Consultant, 5672 Firethorne Drive, Bay City, Michigan 48706, Phone; 989-545-2152, Email: johntmeyer@charter.net.

Downloadable contract documents may be obtained at the City of Saginaw's website, Saginaw-mi.com and clicking on **Quick links – Purchasing** 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-1613 CITY HALL MASONRY

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 FORM

The LUMP SUM BID Price includes the completion of the work detailed in the Contract Documents including but not limited to the following scope.

The City intends to enter into an agreement with Beyer Roofing Company to replace roofing on City Hall with a new Durolast single ply membrane roof; including all flashings. It has been deemed necessary to repair masonry at the parapet walls at the main roof in conjunction with the roof replacement. The successful masonry restoration contractor is to repair parapet walls as described herein prior to roofing replacement being implemented by Beyer Roofing Co. The masonry restoration contractor and Beyer Roofing Co. are to work together to coordinate work that interfaces between the two trades.

Work of this contract is limited to masonry parapet walls as detailed in the section titled Masonry Rehabilitation.

Refer to General Requirements, Masonry Restoration, Roof Plan and Photographs contained in this document for complete scope and requirements of the Contract.

LUMP SUM BID PRICE: \$ _____

Written Lump Sum Bid Price: _____

The contractor agrees to complete additional work as directed based upon unit prices as follows:

ITEM	UNIT	COST
Reconstruction of one wythe of brick masonry	SF	\$ _____
Reconstruction of two wythes of brick masonry	SF	\$ _____
Changes in the quantity of tuck pointing joints in random ashlar split faced stone	SF	\$ _____

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 within 10 calendar days after Notice to Proceed or as directed by the Engineer, but no earlier than April 29, 2013 and shall be Complete on or by June 30, 2013.

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 June 30, 2013.

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.

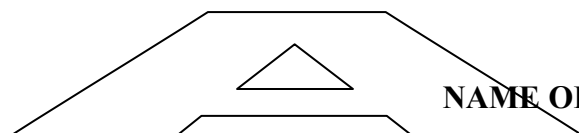
THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas it is contemplated that a contract will be awarded to said **principal by the City of Saginaw, for furnishing the necessary equipment and materials, except those materials specified to be furnished by the City, labor and construction complete for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

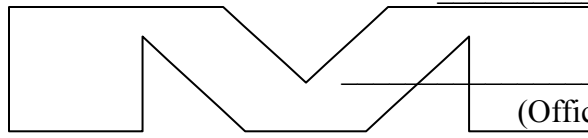
In said city.

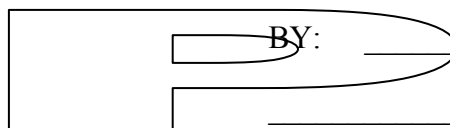
AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan 1963, as amended, which provisions are by reference made a part hereof.

LABOR BOND

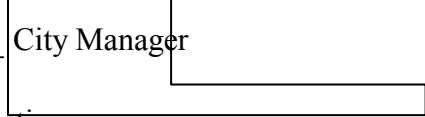
NOW THEREFORE, IF the said principal, shall pay as the same become due and payable, all indebtedness which may accrue to any person, firm or corporation, on account of any labor performed, or material furnished to said contractor, or any subcontractor, in and about the performance of said contract, then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


NAME OF CONTRACTOR
_____ (L.S.)

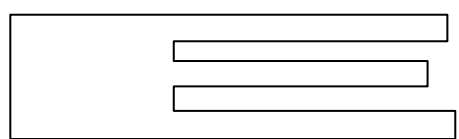
BY: _____ (L.S.)

_____ (L.S.)
(Official Title)
_____ (L.S.)
(Surety Company)

BY: _____ (L.S.)

_____ (L.S.)
(Official Title)

Approved as to substance:

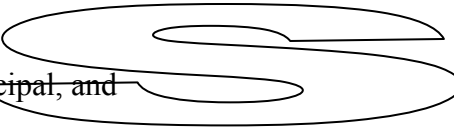
City Manager


Approved as to form and execution:

City Attorney


PERFORMANCE BOND

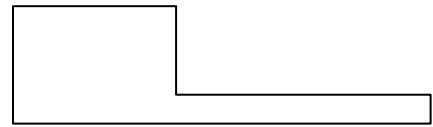
KNOW ALL MEN BY THESE PRESENT, That Name of Company, a Corporation duly organized and doing business under the laws of the State of Michigan, of ????????????, Michigan,

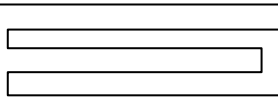
as principal, and 

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 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 PROJECT.**



 **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 performance and completion of said contract, and each and every part thereof, and further shall 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 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 Name
_____ (L.S.)

BY: _____ (L.S.)

_____ (L.S.)
(Official Title)
_____ (L.S.)
(Surety Company)

BY: _____ (L.S.)

_____ (Official Title) (L.S.)

Approved as to substance:

_____ City Manager

Approved as to form and execution:

_____ City Attorney

PROGRESS CLAUSE

The Contractor must start work no earlier than April 29, 2013 or as directed by the engineer, with final completion on or before June 30, 2013. In no case, shall any work be commenced prior to receipt of formal notice to proceed by the City of Saginaw.

The approved low bidder(s) for the work covered by this proposal will be required to participate in a pre-construction meeting with the local agency owner and/or department representatives to work out a detailed progress schedule. The schedule for this meeting will be set after the approved low bidder is determined.

The named subcontractor(s) for Designated and/or Specialty Items, as shown in the proposal, is recommended to be at the scheduled meeting if such items materially affect the work schedule.

The City of Saginaw will arrange the time and place for the meeting.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a workday project) that these work items will be controlling operations. The final project completion date shall also be included in the project schedule.

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.

The City intends to enter into an agreement with Beyer Roofing Company to replace roofing on City Hall with a new Durolast single ply membrane roof; including all flashings. It has been deemed necessary to repair masonry at the parapet walls at the main roof in conjunction with the roof replacement. The successful masonry restoration contractor is to repair parapet walls as described herein prior to roofing replacement being implemented by Beyer Roofing Co. The masonry restoration contractor and Beyer Roofing Co. are to work together to coordinate work that interfaces between the two trades.

CITY OF SAGINAW
SPECIAL PROVISION
FOR
CONTRACTOR USE OF SITE AND PREMISES

TLLF/CH MASONRY

1 OF 1

February 2013

The building must remain open and accessible to the public during the implementation of this contract. The Contractor shall take all necessary precautions to protect the safety of occupants and visitors to City Hall. All required exits must remain open during hours of business and/or meetings.

Protect the building and grounds against damage as a result of the implementation of this contract. Any damage caused during the implementation of this contract shall be repaired by the contractor

Protect the roof membrane from damage during implementation of this contract. Place a protective work surface in the area of work and placement of equipment. Provide protective walkways in high traffic areas. Remove all debris from the roof on a daily basis and from the site on a weekly basis.

CITY OF SAGINAW
SPECIAL PROVISION
FOR
LIQUIDATED DAMAGES

TLLF/CH MASONRY

1 OF 1

FEBRUARY 2013

DESCRIPTION

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

SCHEDULE OF LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT	LIQUIDATED DAMAGES (per calendar day)
\$ 0 to \$ 49,999	\$200
\$ 50,000 to \$ 99,999	\$275
\$ 100,000 to \$ 499,999	\$425
\$ 500,000 to \$ 999,999	\$575
\$1,000,000 to \$1,999,999	\$825

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 open the project to pedestrian/vehicular traffic or to complete the work within the specified time.

SPECIFICATIONS FOR MASONRY REHABILITATION

1. All parapet walls at the main roof are to be carefully evaluated and repaired in accordance with the highest standards of the industry for rehabilitation of historic masonry to ensure a water tight wall upon completion.
2. Parapet walls consist of two heights as indicated on the accompanying plan.
 - A) Low parapets (Parapet A) are made up of two wythes of brick with a face veneer of split faced dolomitic limestone (Bayport Stone) laid in a random ashlar pattern. The wall is capped with a cut oolitic limestone cornice and coping. The roof side of this parapet is covered with polyisocyanurate insulation and EPDM roofing membrane which is terminated at the bottom of the stone coping with a compression bar. The height of the low parapet walls is approximately 32".
 - B) Two tall parapet walls (Parapet B) are made up of two wythes of brick with a face veneer of split faced dolomitic limestone (Bayport Stone) laid in a random ashlar pattern. Parapet B is capped with a carved oolitic limestone cornice and cut oolitic limestone coping. Approximately 16" of the bottom of the wall is covered with polyisocyanurate insulation and EPDM membrane which is terminated with a compression bar. The total height of Parapet B is approximately 8' - 6".
3. Parapet A shall be treated as follows:
 - A) Remove sealant from all joints in stone copings, remove deteriorated mortar and point joints with mortar to within 1/2" of the face of the stone. Seal all joints with an approved polyurethane or equal sealant bearing a 35 year rating. Product and color to be approved by the architect.
 - B) Cut out the horizontal joint between the limestone cornice and the coping to a depth of 1/2" and seal joint with sealant as described in paragraph A.
4. Parapet B shall be treated as follows:
 - A) Remove all sirens, conduits, wood blocking, antenna, steel plates, lights, etc. that are no longer in use. Coordinate with the owner. Protect remaining items. The owner will coordinate with the Contractor and remove on a temporary basis, as practical, remaining electrical items.
 - B) Number and remove stone coping at the top of the wall. Salvage for re-installation. Stone may be stored on the roof provided the membrane is protected, wood cribs are used and the load is distributed to prevent excessive loading.
 - C) Remove brick to the bottom of the decorative stone cornice and re-lay brick, anchoring same to stone cornice with galvanized corrugated brick ties.
 - D) Cut out all joints in brick masonry above the roof flashing to a depth of 1.5". Clean, moisten and re-point joints using mortar suitable for use with the brick and approved by the architect.
 - E) If excessive deterioration is found in brick masonry, notify architect and a decision will be made as to removal and replacement of deteriorated masonry under unit pricing.
 - F) Inspect the split faced stone on the exterior of the parapet wall from the decorative stone cornice elevation down to the lower coping Cut out any mortar that has lost bond with stone or that is inappropriate replacement mortar. Joints shall be cleaned and moistened and re-pointed. Mortar shall be of a mix appropriate to the density of the stone and

bearing the same surface texture and color as the original mortar. A sample area shall be produced at the start of the project for approval of the architect. Mix formulas shall be submitted to the architect. For purposes of bidding, the Contractor should assume that 50% of joints above the lower coping will be cut out and re-pointed. If less tuck pointing is deemed necessary, the contract amount will be adjusted using the unit pricing.

- G) Remove sealant from all joints in the lower stone copings, remove deteriorated mortar and point joints with mortar to within $\frac{1}{2}$ " of the face of the stone. Seal all joints with an approved polyurethane or equal sealant bearing a 35 year rating. Product and color to be approved by the architect.
- H) Cut out mortar to a depth of $\frac{3}{4}$ " at the horizontal joint between the upper parapet and the lower stone coping and install polyurethane sealant.
- I) Cut out the horizontal joint between the lower coping and the lower cornice to a depth of $\frac{1}{2}$ " and seal the joint with sealant with sealant as described in paragraph G.
- J) Remove and reconstruct the west end of the north wing wall at the east side of the roof (approximately 6'x6') where the wall is bulging and out of plumb.
- K) Reconstruct the upper portion of the parapet wall using numbered coping stones. Set stones with stainless steel anchors. Stone coping shall be set on a stainless steel thru-wall flashing with drip edge on both sides of wall. Rake mortar joints to a depth of $\frac{1}{2}$ " to allow for capping joints with polyurethane sealant as described in 4.G. Brick back up may be reconstructed of salvaged brick or of new brick approved by the architect.

5. MASONRY CLEANING:

- A) Upon completion of the roof repairs, the Masonry Restoration Contractor shall return to the site to clean the repaired masonry of excess mortar and soiling. Cleaning shall be accomplished using an approved, non-acidic chemical specifically formulated for limestone. Medium pressure water spray may be used for this process.



Photo No. 1 Parapet A – low parapet – cut out joints in coping and install new sealant.
Parapet B – tall parapet at center of east elevation. See masonry rehabilitation notes 4A – 4K.



Photo NO. 2 South elevation of Parapet B on east side of building. Profiled stone to be removed and reinstalled. Refer to masonry rehabilitation notes 4A-4K.



Photo No. 3 Typical juncture of low coping and high parapet wall. See masonry restoration note 4H – cut out mortar at juncture of wall and coping to $\frac{3}{4}$ " to allow installation of sealant.



Photo No. 4 West side of parapet B on east side of building. See masonry rehabilitation notes 4A-4K



Photo No. 5 Northwest corner of parapet B on east side of building. The section of wall from the offset to the west is to be removed and reconstructed from the roof flashing to the Top of the wall. Notes 4B, 4J and 4K



Photo No. 6 Displaced stone coping at parapet B, east side of building. Remove coping stone and five courses of brick. Reconstruct – see notes 4B and 4K



Photo No. 7 North side of wall in photo no. 6. Replace all coated stone with new stone when reconstructing this wall. See notes 4B, 4J and 4K



Photo No. 8 Close-up of photo no. 7. Remove sealant from cornice and coping before reinstalling.



Photo No. 9 Parapet B on the west side of the building. See Notes 4A-4K



Photo no. 10 Parapet A in foreground -- see notes 3A-3B. Parapet B beyond – see notes 4A-4K.



Photo No. 11 Close-up of carved stone cornice and coping typical at Parapet B. Notes 4B, 4G and 4K



Photo No. 12 Wood support and "J" hook -- see note 4A. Note: the rope is currently supporting an extension on a vent stack. The extension will be re-supported or removed.



Photo No. 13 West wall at parapet B on west side of building. Remove and re-set stone coping and five courses of brick note 4A- 4K. Communications wires to remain – Coordinate with owner.



Photo No. 14 Southwest corner of parapet B on west side of building. Electrical to remain – coordinate with owner.



Photo No. 15 South wall of parapet B on west side of building. Cut in sealant joint between lower coping and upper parapet wall – see Note 4H.

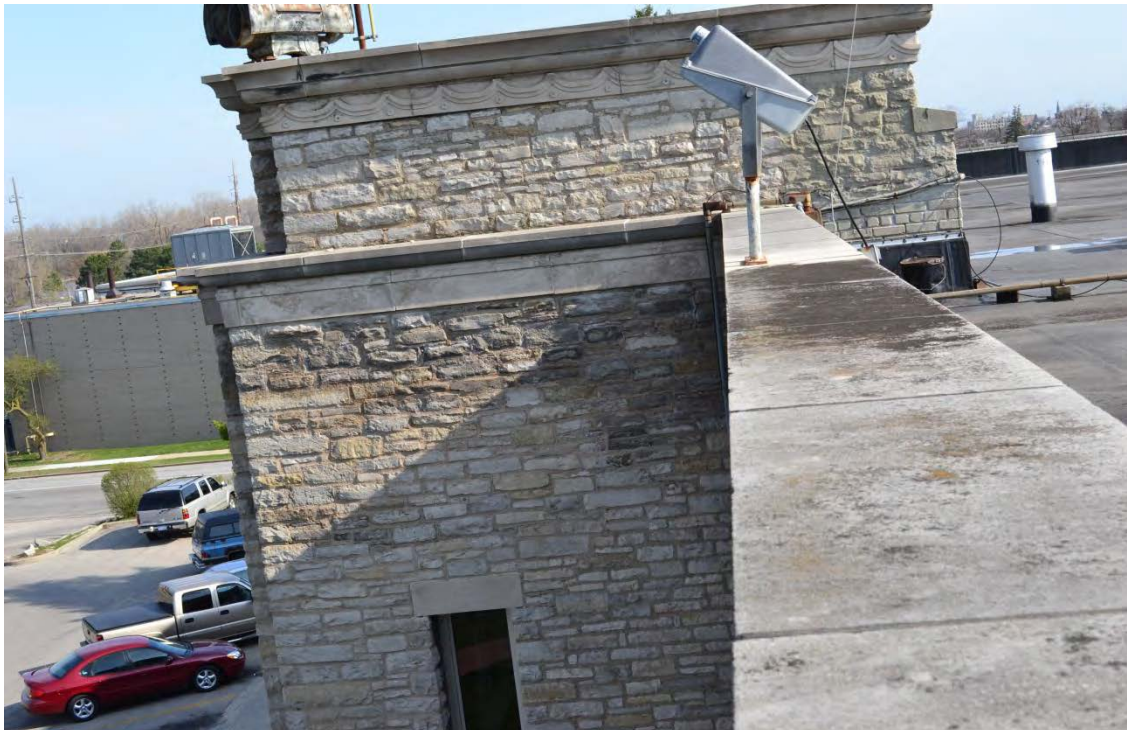


Photo 16 Looking north at south side of parapet B on west side of building. Parapet A in foreground.

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**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.

Division I
General Conditions

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.

Division I
General Conditions

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.

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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

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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.

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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 assess 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.

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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;

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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.

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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.

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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.

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**"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

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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

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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.

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General Conditions

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

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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.

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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.

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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

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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 of 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

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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.