

CITY OF ST. JOSEPH, MICHIGAN

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

Kiwanis Park ADA Parking Improvement Project

MARCH
2026

PREPARED BY:

CITY OF ST. JOSEPH – PUBLIC WORKS DEPARTMENT
700 BROAD ST.
ST. JOSEPH, MICHIGAN 49085

PH: (269) 983-6341

**CITY OF ST. JOSEPH, MICHIGAN
KIWANIS PARK ADA PARKING IMPROVEMENT PROJECT**

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ADVERTISEMENT FOR BIDS
CITY OF ST. JOSEPH KIWANIS PARK ADA PARKING
IMPROVEMENT PROJECT

Sealed bids will be received until 3:00 pm local time **May 5, 2026** by the City of St. Joseph, “OWNER”, at the City Clerk’s Office, 700 Broad Street, St. Joseph, Michigan 49085 at which time and place said bids will be opened and publicly read aloud for the following general scope of work:

Base Bid			
Item #	Work Item	Estimated Quantity	Unit
1	Mobilization, Max 10%	1	LS
2	Cold Milling	990	SqYd
3	HMA, 5EL	90	Ton
4	Sign Removal	1	Each
5	Sign Salvage & Replace (incl post or mount)	1	Each
6	Excavation	10	CuYd
7	Subbase, 4inch	28	SqYd
8	Sidewalk, Concrete, 6 inch	250	SqFt
9	Pavt Mrkg, Waterborne, 4 inch White	220	LnFt
10	Pavt Mrkg, Waterborne, 6 inch, White	455	LnFt
11	Pavt Mrkg, Waterborne, 4 inch, Blue	260	LnFt
12	Pavt Mrkg, Preformed Thermopl, Accessible Sym	3	Each
13	Slope Restoration, Type B, Modified	1	Lump Sum
	Alternate Bid (in addition to Base Bid)		
14	Cold Milling	805	SqYd
15	HMA, 5EL	75	Ton

This work shall meet Michigan Department of Transportation 2020 Standard Specifications for Construction, Road & Bridge Standard Plans and the requirements of the project plans and specifications.

Work shall commence no sooner than June 1, 2026 and shall be completed no later than October 30, 2026 and subject to the Progress Clause.

The bid documents may be obtained from the City of St. Joseph, Clerk’s Office, 700 Broad, St. Joseph, Michigan, 49085. Bids shall be sealed and shall have the name and address of the bidder and the contract for which the bid is being submitted on the outside of the envelope. All bidders shall bid in accordance with and upon the bid forms included in the contract documents.

There is no fee for each set of contract documents.

A certified check, cashier’s check, or bid bond in an amount equal to five percent (5%) of the total amount of the bid, made payable to CITY OF ST. JOSEPH, will be required with each bid as security for the proper execution of the contract. One hundred percent (100%) Labor, Material and Performance Bond and a Certificate of Insurance will be required of the successful bidder.

The Owner reserves the right to reject any and all bids, waive any informalities in bidding or to accept the bid or bids should it consider same to be in its best interest.

No bid shall be withdrawn for a period of sixty (60) days after the scheduled opening without the written consent of the Owner. The Owner will notify the successful bidder within sixty (60) days after receiving bids.

BID FORM

CITY OF ST. JOSEPH, MICHIGAN
KIWANIS PARK ADA PARKING IMPROVEMENT PROJECT

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF ST. JOSEPH
700 BROAD STREET
ST. JOSEPH, MICHIGAN 49085
ATTN: ABBY BISHOP, CITY CLERK

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BID SECURITY

- 5.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached, or issuing surety's form) issued by a surety.
- 5.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Progress Clause and in no case later than **October 30, 2026**.
- 7.02 Bidder may submit an alternate schedule for consideration if the Bidder cannot meet the Progress Clause.
- 7.03 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work with the Contract Times.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of a certified check, cashier's check, or bid bond in an amount equal to five percent (5%) of the total amount of the bid, made payable to CITY OF ST. JOSEPH.
 - B. List of Proposed Subcontractors
 - C. List of References
 - D. Affidavit of Non-Collusion

ARTICLE 9 – SUBMITTAL OF BID

9.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “Kiwanis Park ADA Parking Improvement Project – SEALED BID ENCLOSED, DATE OF BID OPENING: May 5, 2026 AT 3:00 PM LOCAL TIME”. A mailed Bid shall be addressed to City of St. Joseph, 700 Broad Street, St. Joseph, MI 49085. Attn: Abby Bishop, City Clerk.

ARTICLE 10 – MODIFICATION AND WITHDRAWAL OF BID

10.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

10.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 11 – BID SUBMITTAL

11.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State Where Project is Located] is ____ \ ____ \ ____.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)

CITY OF ST. JOSEPH, MICHIGAN

Kiwanis Park ADA Parking Improvement Project

CONTRACTOR NAME: _____

LIST OF PROPOSED SUB CONTRACTORS:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>SCOPE OF WORK</u>
1. _____	_____	_____
	_____	_____
2. _____	_____	_____
	_____	_____
3. _____	_____	_____
	_____	_____
4. _____	_____	_____
	_____	_____
5. _____	_____	_____
	_____	_____

CITY OF ST. JOSEPH, MICHIGAN

KIWANIS PARK ADA PARKING IMPROVEMENT PROJECT

CONTRACTOR NAME: _____

LIST OF REFERENCES:

<u>REFERENCE NAME & PROJECT</u>	<u>REFERENCE ADDRESS</u>	<u>REFERENCE TELEPHONE & EMAIL ADDRESS</u>
1. _____ _____	_____ _____	_____ _____
2. _____ _____	_____ _____	_____ _____
3. _____ _____	_____ _____	_____ _____
4. _____ _____	_____ _____	_____ _____
5. _____ _____	_____ _____	_____ _____

CITY OF ST. JOSEPH, MICHIGAN

KIWANIS PARK ADA PARKING IMPROVEMENT PROJECT
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned bidder or agent, being duly sworn, on oath says that he will not, nor will any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and the his bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

Bidder or Agent

FOR: _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires: _____

Notary Public

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between The City of St. Joseph, Michigan (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
- C. Construction of sidewalk, milling and resurfacing of roadway in Kiwanis Park (1350 Pearl St) in the City of St. Joseph.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Public Works. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to Public Works. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Public Works or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Bid Form

3. Performance bond.
4. Payment bond.
5. Specifications listed in the Table of Contents.
6. Drawings and details as listed in the Table of Contents.
7. Addenda.
8. Exhibits to this Contract (enumerated as follows):
9. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is the City of St. Joseph – Public Works Department.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times.

- A. The Work will be completed as per the progress clause and in no case later than October 30, 2026

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$600 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Public Works, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to Public Works for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by Public Works.
- B. The Contractor shall update and submit the progress schedule to Public Works each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following **unit prices** for each unit of Work completed:

SEE ATTACHED BID FORM

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - a. Workers' Compensation:

State: _____ Statutory _____

Employer's Liability:

Bodily Injury, each Accident	\$ <u>1,000,000.00</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000.00</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000.00</u>

b. Commercial General Liability:

General Aggregate	\$ <u>1,000,000.00</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000.00</u>
Personal and Advertising Injury	\$ <u>1,000,000.00</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000.00</u>

c. Automobile Liability herein:

Bodily Injury:

Each Person	\$ <u>1,000,000.00</u>
Each Accident	\$ <u>1,000,000.00</u>

Property Damage:

Each Accident	\$ <u>1,000,000.00</u>
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Combined Single Limit of:	\$ <u>1,000,000.00</u>
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d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000.00</u>
General Aggregate	\$ <u>1,000,000.00</u>

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Public Works and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and

clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Public Works upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Public Works and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Public Works determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Public Works specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Public Work's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Public Works and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Public Works.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work

will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 10 % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of St. Joseph

By: _____
Emily Hackworth

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

700 Broad Street

St. Joseph, MI 49085

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

PROGRESS CLAUSE

Page 1 of 1

The progress schedule is as follows:

Bid Opening	May 5, 2026
Commission Approval	May 11, 2026 (Tentative)
Pre-construction meeting	TBD – Shall be held a minimum of 5 working days prior to starting construction
Issue Notice to Proceed	Within 5 days of executing the contract.
Construction Window	
Start:	June 1, 2026 (Not Sooner Than)
End:	October 30, 2026 (Not Later Than)

In order to allow the Contractor to have flexibility of schedule, the work may be accomplished anytime within the above listed construction window with the following restrictions:

1. In no case shall there be open excavations (removed sidewalk) for greater than 5 calendar days.
2. In no case shall there be open excavations over a holiday weekend.
3. The contractor shall provide the City with notice a minimum of 3 working days prior to any mobilization.

The Contractor shall comply with the above process schedule. Holiday and weekend work will not be permitted for this project unless otherwise approved by the City. Approval for weekend work must be requested from the City by noon on the Wednesday prior to the desired weekend. Final Completion of the work includes concrete cure time, all restoration needed, and demobilization.

The Contractor will be required to participate in a pre-construction meeting with the Owner to work out a detailed progress schedule. The named subcontractor(s), if applicable, is recommended to be at the scheduled pre-construction meeting.

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

CITY OF ST. JOSEPH
 NOTICE TO BIDDERS
COORDINATION CLAUSE
 REV. 07/07/2023

Other contracts within the immediate area may be in force during the life of this contract. The Contractor’s attention is called to the requirements of cooperation with others as covered in Article 104.08 of the Standard Specifications for Construction. The Contractor shall take due account of all such work and shall arrange his methods of operation and storage of materials and equipment so as to cause a minimum of interference with the work to be performed by other Contractors. No claims for extra compensation or adjustments will be allowed for coordination efforts.

Projects\Events include but are not limited to:

Project	Location	Limit	Limit
Sidewalk Replacement Project	City Wide - TBA		
Lead Service Line Replacement	City Wide - TBA		
Sewer Cleaning and Televising	City Wide - TBA		
Pavement Preventative Maintenance	City Wide - TBA		

**The City will provide maps upon request from the Contractor.

CITY OF ST. JOSEPH
SPECIAL PROVISION
FOR
SLOPE RESTORATION, NON-FREEWAY, MODIFIED

ABONMARCHE:CAR

1 OF 4

02/24/2023

a. Description. This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket and permanent turf reinforcement mat to those areas. Turf establishment must be in accordance with section 816 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

b. Materials. The materials and application rates specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. The following materials must be used on this project:

1. Seeding mixture TUF unless otherwise specified on the plans.
2. Fertilizer, Chemical Nutrient, Class A
3. Topsoil Surface, Furnished, 4 inch. Remove any stones greater than 1/2 in in diameter.
4. Mulch and Mulch Anchoring. Mulch blanket and High Velocity Mulch blanket shall be in accordance with Section 907 of the Standard Specifications for Construction. Netting shall be 100% biodegradable organic fiber netting with a functional longevity of 12 months or less.
5. Permanent Turf Reinforcement Mat (TRM) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

Table 1: Permanent Turf Reinforcement Mat (TRM) Properties

Property	Test Method	Requirement
Mass/Unit Area	ASTM D 6566	10 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	80 percent
Tensile Strength (MD)	ASTM D 6818	165 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

- Recyclex - American Excelsior Co., Arlington, TX (800) 777-7645
- P300 - North American Green, Poseyville, IN (800) 772-2040
- Landlok 450 - Propex, Inc., Chattanooga, TN (800) 621-1273
- PP5-10 - Western Excelsior, Mancos, CO (800) 833-8573

6. Heavy Duty Permanent Turf Reinforcement Mat (TRM-HD) must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of black UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following “minimum average roll value” requirements:

Table 1: Permanent Turf Reinforcement Mat (TRM) Properties

Property	Test Method	Requirement
Mass/Unit Area	ASTM D 6566	21.25 oz/syd
Ultraviolet Stability @ 1000 hrs	ASTM D 4355	100 percent
Tensile Strength (MD)	ASTM D 6818	1421 lbs/ft

Acceptance. Supply a Test Data Certification for the permanent TRM from one of the following manufacturers:

P550 - North American Green, Poseyville, IN (800) 772-2040

c. Construction. Construction methods must be in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames stated in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact and assure all areas to be seeded are weed free prior to placing topsoil. Place topsoil to the minimum depth indicated above, to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, this additional depth must be filled using topsoil or, at the Contractor’s option, embankment. Furnishing and placing this additional material is included in this item of work.

Topsoil must be weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2 inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2 inch of topsoil.

Apply mulch at a rate of 2 tons per acre. Place Mulch Anchoring over the mulch at a rate specified in subsection 816.03.F of the Standard Specifications for Construction. Mulch Blanket and High Velocity Mulch Blanket must be placed in accordance with subsection 816.03.H of the Standard Specifications for Construction and as shown on Standard Plan R-100 Series.

Areas constructed with the TRM must be installed on prepared (seeded) grades as shown on the plans in strict accordance with the manufacturer’s published installation guidelines. The top edge of the TRM must be anchored in a minimum 6 inch deep trench. Operation of equipment on the slope will not be allowed after placement of the TRM. No credit for splices, overlaps, tucks or wasted material will be made.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch. This replacement will be paid for as additional work using the applicable contract items.

If an area washes out for reasons attributable to the Contractor’s activity or failure to take proper

precautions, replacement will be at the Contractor's expense.

The Engineer will inspect the seeded turf to ensure the end product is well established, weed free, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer.

If weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, the Contractor must provide weed control in accordance with subsection 816.03.J of the Standard Specifications for Construction. Weed control will be at the Contractor's expense with no additional charges to the project.

d. Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item):

Pay Item	Pay Unit
Slope Restoration, Type __, Modified	Square Yard

1. Place **Slope Restoration, Type A, Modified** in all areas not described in the other types of slope restoration and will be measured by area in square yards in place. **Slope Restoration, Type A, Modified** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch and Mulch Anchoring which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type A, Modified**.

2. Place **Slope Restoration, Type B, Modified** parallel (6 feet minimum) to the edge of the roadway, in areas that have a 1 on 3 slope and in any ditch with a grade less than 1.5 percent, or as directed by the Engineer. **Slope Restoration, Type B, Modified** will be measured by area in square yards in place. **Slope Restoration, Type B, Modified** includes all labor, equipment and materials required to install Topsoil Surface, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type B, Modified**.

3. Place **Slope Restoration, Type C, Modified** in areas that have a 1 on 2 slope, any ditch with a grade of 1.5 percent to 3 percent or as directed by the Engineer. **Slope Restoration, Type C, Modified** will be measured by area in square yards in place. **Slope Restoration, Type C, Modified** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and High Velocity Mulch Blanket which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type C, Modified**.

4. Place **Slope Restoration, Type D, Modified** in areas that have a slope steeper than 1 on 2, any ditch with a grade steeper than 3 percent or as directed by the Engineer. **Slope Restoration, Type D, Modified** will be measured by area in square yards in place. **Slope Restoration, Type D, Modified** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and

TRM which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type D, Modified**.

5. Place **Slope Restoration, Type E, Modified** in areas that have a slope greater than 1 on 4, and in and ditch with a grade less than 1.5 percent or as directed by the Engineer. **Slope Restoration, Type E, Modified** will be measured by area in square yards in place. **Slope Restoration, Type E, Modified** includes all labor, equipment and materials required to install Topsoil, Furnished (salvaging not permitted); Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and mulch anchoring for hydroseeding which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type E, Modified**.

6. Place **Slope Restoration, Type F, Modified** in areas that have a slope steeper than 1 on 2, any ditch with a grade 6 percent or greater or as directed by the Engineer. **Slope Restoration, Type F, Modified** will be measured by area in square yards in place. **Slope Restoration, Type F, Modified** includes all labor, equipment and materials required to install Topsoil, Furnished or Salvaged; Fertilizer, Chemical Nutrient, Class A; Seeding Mixture; and TRM-HD which will not be paid for separately but is included in the contract unit price for **Slope Restoration, Type F, Modified**.

CITY OF ST. JOSEPH
NOTICE TO BIDDERS
UTILITY COORDINATION

ABONMARCHE:CAR

1 OF 1

02/27/2023

a. Description. The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the Standard Specifications for Construction.

For protection of underground utilities and in conformance with Public Act 53 of 1974, the Contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the Contractor of the responsibility of notifying utility Owners who may not be a part of the "Miss Dig" alert system.

b. Public Utilities. The following Public Utilities may have facilities located within the Right-of-Way:

Water & Sewer:

City of St. Joseph
David Linderman
1160 Broad Street
St. Joseph, MI 49085
P: 269-983-6341

Gas:

Michigan Gas Utilities
Kelly Bauer
711 Starlite Drive
Benton Harbor, MI 49022
P: 269-605-2188

Electric:

Indiana Michigan Power
John Moore
2425 Meadowbrook Rd.
Benton Harbor, MI 49022
P: (269) 926-0657

Telephone:

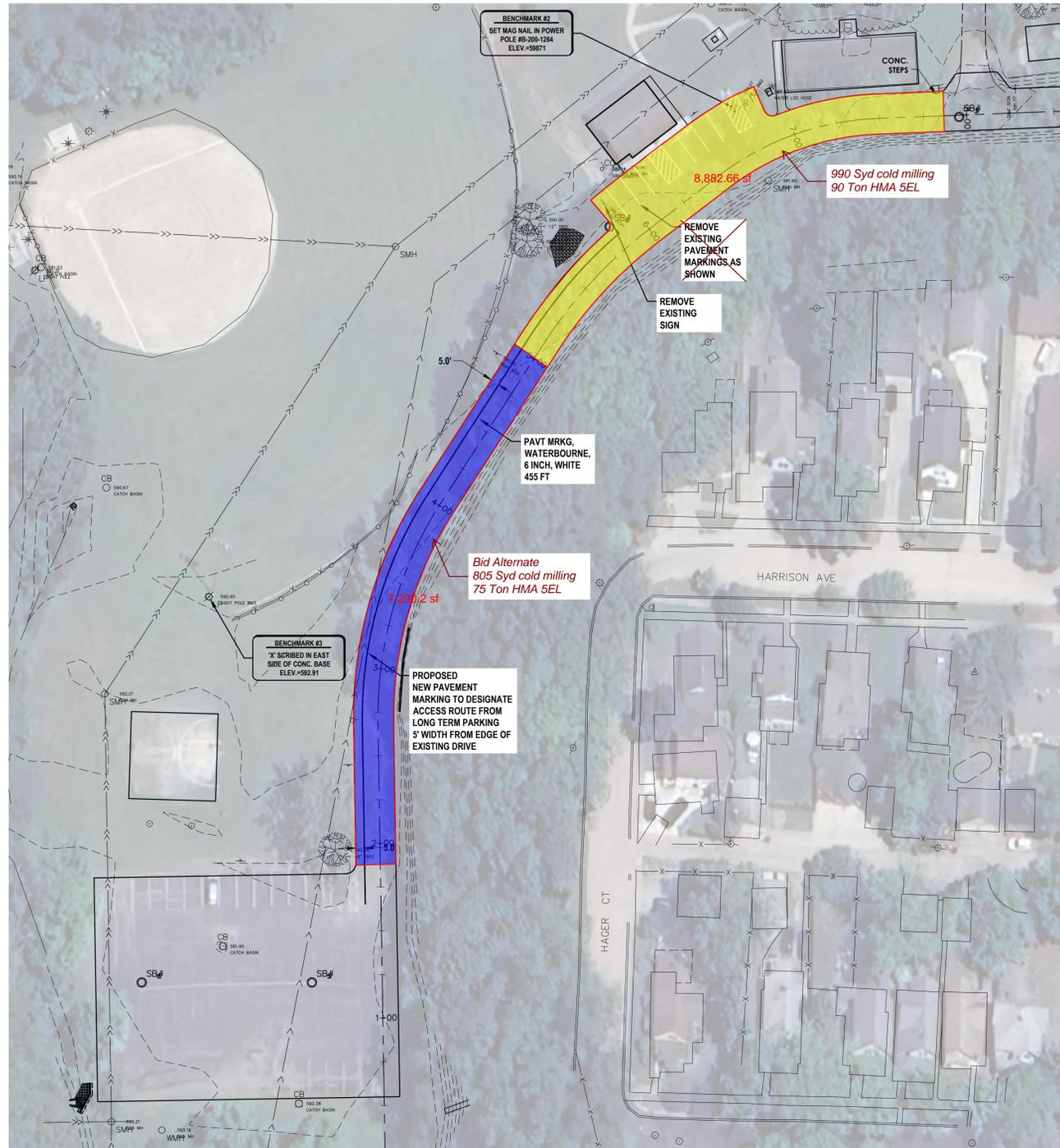
AT&T
John Sternaman
1435 Milton Street
Benton Harbor, MI 49022
P: 269-926-0233

Cable:

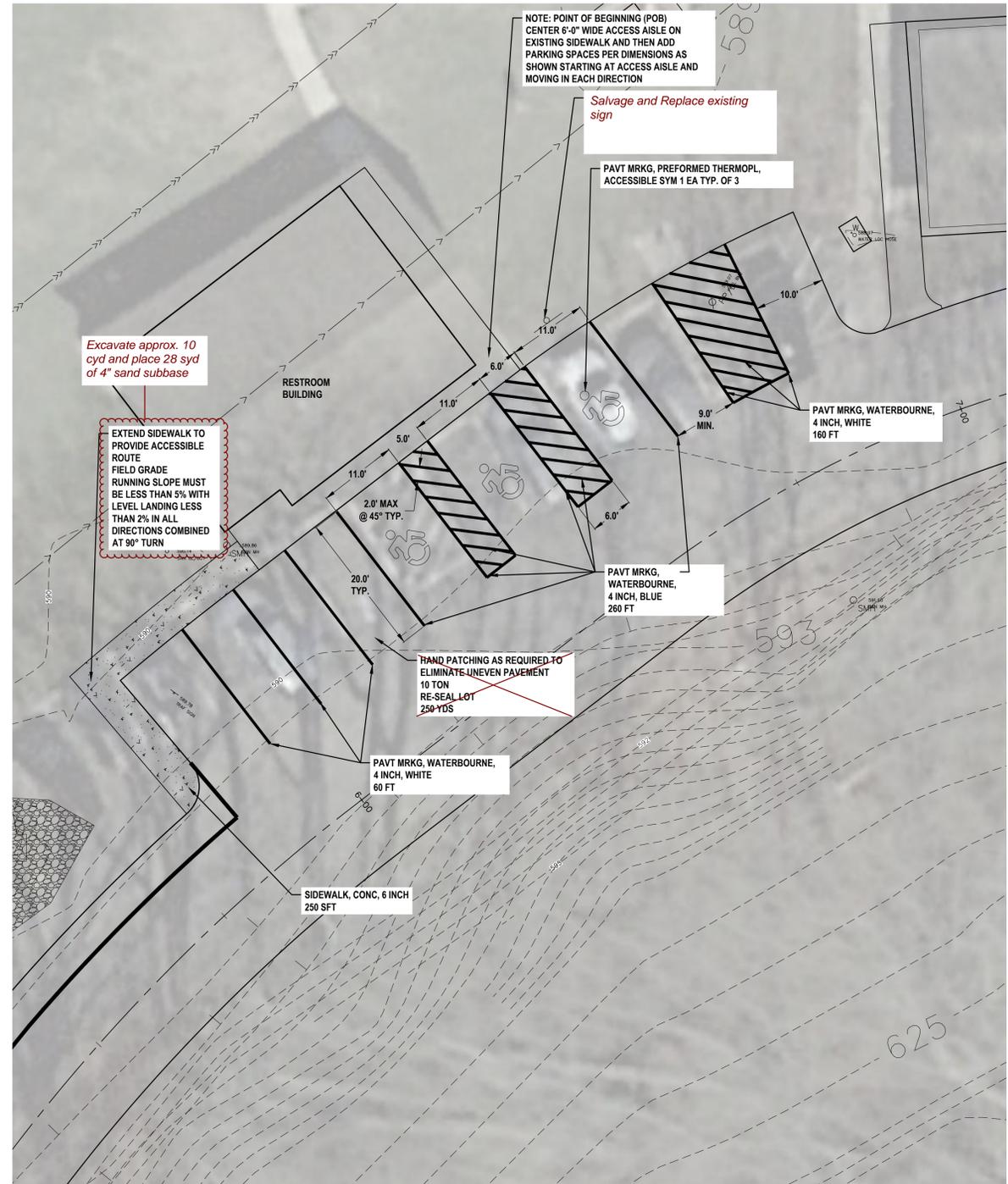
Comcast Cable
Jay Castello
1920 McKinley Avenue
Mishawaka, IN 46545
P: 847-789-1039

The City of Benton Harbor is not a part of the "Miss Dig" alert system.

The Owners of existing service facilities that are within grading or structure limits will move them to locations designated by the Engineer or will remove them entirely from the Right-of-Way. Owners of Public Utilities will not be required to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

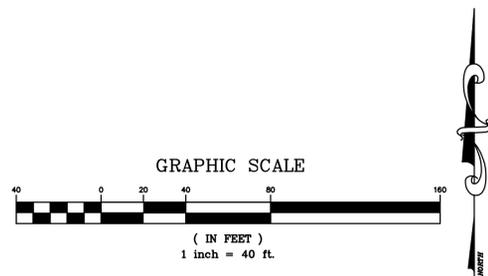


LONGTERM PARKING PROPOSED ACCESS AISLE AND REMOVALS
SCALE: 1" = 40'



ENLARGED RESTROOM AREA PARKING
SCALE: 1" = 10'

Restore disturbed earth with minimum 4" topsoil, seed, and fertilizer as necessary.



PROPOSED IMPROVEMENTS

SHEET TITLE:
 DRAWN BY: **KB**
 DESIGNED BY:
 PM REVIEW:
 QA/QC REVIEW:
 DATE: **JUNE 2025**
 SEAL:

SIGNATURE:
 DATE:
 SCALE:
 HORZ: **AS SHOWN**
 VERT:
 ACI JOB #
P25-0040

NO.	REVISION DESCRIPTION:	BY:	DATE: