

REQUEST FOR QUOTATION
QUOTES DUE ON OR BEFORE: WEDNESDAY, AUGUST 12, 2020, 9:00 AM

PLEASE DIRECT INQUIRIES REGARDING
 THIS QUOTE TO:
 phone: 517-788-4020
 fax: 517-788-4630
 email: sallard@cityofjackson.org

PLEASE RETURN QUOTATION TO:
 CITY OF JACKSON PURCHASING DEPARTMENT
 161 W MICHIGAN AVENUE, 10TH FLOOR
 JACKSON, MI 49201 or
 email: sallard@cityofjackson.org

PRICE QUOTE - NOT A PURCHASE REQUEST

The City of Jackson is soliciting price quotes for the following:

DESCRIPTION	TOTAL COST
<p>Repaint full exterior of structure located at 2103 E. Michigan. Paint to be one (1) color exterior latex grade. Final paint color to be selected by City of Jackson prior to commencement of work. Slate grey or similar to be utilized. All work to be completed within 21 days of the Notice to Proceed.</p> <p>No prebid will be held. Contractor's can direct their questions to Shelly Allard at sallard@cityofjackson.org. Bids are to be submitted via email to sallard@cityofjackson.org.</p> <p>Original bid documents are to sent via USPS for delivery after the bid opening.</p> <p>Bids will be opened at 10:00 AM. A Zoom meeting invitation will be sent to the email that has submitted your bid.</p>	

ALL LINES BELOW MUST BE COMPLETED FOR AWARD CONSIDERATION (Please type or print)

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

SIGNED: _____

PRINT/TYPE SIGNATURE AND TITLE: _____

WARRANTY AND/OR GUARANTEE: _____

TERMS: _____

SHIPPING MUST BE INCLUDED IN ALL BIDS. PRICES TO REMAIN IN EFFECT FOR ONE YEAR.

The City of Jackson does not discriminate on the basis of race, creed, color, sex, age, religion, national origin, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight as required by applicable law as to: access, availability, employment, or participation in any of its programs and activities. **The City reserves the right to reject any and all bids and to waive minor irregularities and/or technicalities in the bids.**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Jackson, Michigan, a Michigan municipal corporation, herein "the City", and _____ whose address is herein "the Contractor".

WITNESSETH:

WHEREAS, the City deems it necessary to undertake the Project as herein described; and

WHEREAS, the City has requested bids for said Project; and

WHEREAS, the Contractor submitted a bid for said Project which was accepted by the City as the lowest responsive and responsible bid, and

WHEREAS, the City has in all other respects complied with requirements for entering into this Agreement; and

WHEREAS, the persons executing this Agreement are duly authorized by the respective parties; NOW, THEREFORE, for, and in consideration of, the recited promises and the mutual covenants

and agreements herein contained, the parties hereto agree as follows:

- I. A. Contractor agrees to provide all equipment, material, supplies, labor and services necessary to commence and complete the Project as described in the Contract Documents; and
- B. Contractor agrees to perform all work described in the Contract Documents in a substantial and workmanlike manner, and to comply with all the requirements in the Contract Documents at the bid submitted for the total not to exceed sum of _____.
- C. Contractor agrees to commence work within five (5) days from Notice to Proceed and to complete all work within the time limit as listed in the Contract Documents.
- II. The City agrees to pay the Contractor in the manner, and at such times, as set forth in the Contract Documents.
- III. This Agreement includes of all the Contract Documents listed on Page G 1 of 9, which are fully incorporated by reference whether attached or not.
- IV. Contractor covenants and agrees that it will be bound by the terms of the attached Equal Employment Opportunity Clause.
- V. This Agreement is binding on the parties hereto, and their respective heirs, personal representatives, and assigns.

- VI. The provisions of the City of Jackson's Purchasing Manual as last amended shall, where applicable, be binding on all transactions.
- VII. This agreement is subject to: two, one (1) year renewals contingent upon the approval of both parties. If both parties agree to renew the contract, it shall remain at the same unit bid price as the original contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original, the day and year above written.

CITY OF JACKSON, MICHIGAN
a Municipal Corporation

Witness

By _____
Derek Dobies, Mayor

* * * * *

Company Name

Witness

By _____
Signature

Please print or type name

APPROVED AS TO SUBSTANCE:

Title _____
APPROVED AS TO FORM:

Jonathan Greene
Interim City Manager

Matthew M. Hagerty
City Attorney

GENERAL CONDITIONS

I. DEFINITION OF TERMS USED: The terms used in the Contract Documents are defined as follows:

- A. "City" shall mean the City of Jackson, Michigan, a municipal corporation or the City department responsible for overseeing the performance of the work.
- B. "Contract Documents" shall include the following:
 - Invitation for Bids Bid Bond
 - Instructions to Bidders Notice of Award
 - Addendums to Instructions to Bidder Performance Bond
 - Payment Bond Agreement
 - Insurance Certificate Authorized Change Orders
 - Notice to Proceed Specifications
 - General Conditions Special Provisions
 - Plans and Drawings Supplemental Specifications
 - Bid Proposal and Bid Sheet(s), including all attachments
 - All other documents attached hereto
- C. "Contractor" shall mean the person or persons, firm partnership, company or corporation who has contracted for the completion of the work specified in the contract documents.
- D. "Work" shall mean the services to be performed by the Contractor as set forth in these contract documents.

II. CONTRACTOR'S OBLIGATIONS:

- A. Schedule of Work: The Contractor shall prior to start of construction, submit to the City for written approval a practicable and feasible schedule, showing the order in which he proposes to carry on the work. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The schedule shall not exceed time limits required by the contract documents. The Contractor shall perform the work in accordance with the schedule. The schedule may only be revised with the written approval of the City.
- B. Drawings and Specifications: The drawings and specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the City, but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the drawings and/or specifications, the Contractor shall report it to the City and obtain proper adjustments before proceeding with the work. In the case where soil borings have been made, and logs thereof are recorded, the information is offered to the Contractor merely as evidence and the Contractor himself must assume entire responsibility for any conclusions which he may draw from it.
- C. Performance and Completion of Work: Contractor shall provide all labor, materials, tools, and equipment for proper execution and completion of work in accordance with contract documents, and shall complete and deliver work to the City on schedule within the specified time. The Contractor shall furnish sufficient forces, construction plant and equipment as may be necessary to insure the progress of the work in accordance with the approved progress schedule. If, to maintain satisfactory

progress, it is necessary to increase the work force or to work overtime, or to increase machinery, equipment or staging on site, such additional work, machinery, equipment, and staging shall be provided by the Contractor without additional cost to the City.

Failure of the Contractor to comply with the requirements of the Contract under this provision will be grounds for determination by the City that the contractor is not pursuing the work with such diligence as will insure completion within the specified time limits. Upon such determination by the city, it may terminate the contractor's right to proceed with the work, in accordance with the provisions governing Termination of Contract in these General Conditions.

- D. Materials and Workmanship: All materials shall meet the requirements of the applicable specifications and shall be installed or used in accordance with the directions of the manufacturer and in such a manner so as to preserve all manufacturer warranties. All work shall be done in a good, substantial, workmanlike manner, by skilled workmen. The Contractor shall assign to the City before final payment all manufacturer's warranties relating to the materials, labor, or equipment used in the work.
- E. Superintendence by Contractor: The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the City, in attendance at the site at all times during performance of the work, with authority to act for him and all communications given to the foreman or superintendent shall be as binding as if given to the Contractor. The Contractor shall also be responsible for the general supervision and coordination of work among the various subcontractors.
- F. Permits, Fees, and Notices: The Contractor shall secure and pay for the building permit, if required, and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulation and lawful orders of public authorities having jurisdiction over Work, as determined by the City.

All work shall comply with all requirements of all current ordinances, laws and regulations of all federal, state and local authorities having jurisdiction. The contractor shall be responsible for requesting, obtaining and paying for inspections of his work as required by said authorities.

If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulation, the Contractor shall promptly notify the City in writing, and necessary changes shall be accomplished by appropriate modification. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, without such notice to the City, the Contractor shall assume full responsibility for such Work, its correction or removal, and shall bear the attributable costs.

- G. Protection of Property and Structures: The Contractor shall carefully protect the property of the City, adjacent properties and structures, and utilities both above and below the surface of the ground. All damages to property, existing structures, trees

and shrubs will be remedied by the Contractor by repairing, restoring or replacing the same to its prior condition as incidental to the work, and no extra compensation will be allowed.

- H. Protection and Preservation of Land Monuments and Property Line Marks: The Contractor shall protect carefully from disturbance or damage, all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or marker must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of reestablishing such monuments or markers from any monies due or to become due the Contractor.
- I. Safeguards: The Contractor shall at all times take every precaution to safeguard both employees and the public from hazards incidental to the work, and shall comply with all applicable provision of Federal, state and Municipal Safety Laws and Codes. When required, safeguards shall include watchmen, traffic signalmen, railing, barricades and lights employed in such a manner as to afford maximum safety.
- J. Use of Premises: The Contractor shall confine his apparatus, the storage of materials, and the operation of his workers to limits indicated by law, ordinance, permits, or direction of the City, and shall not unreasonably encumber the premises or streets with his equipment or materials. The Contractor shall ensure that the site is maintained in a safe condition and kept orderly and clean and all combustible rubbish shall be promptly removed from the site. He shall further make every effort to maintain uncongested vehicular and pedestrian access to the site and all adjacent areas at all times. Whenever it becomes necessary to close off a street, permission of the City Engineer must be obtained. The Police Department, Fire Department, City Engineer, and local residents shall be notified forty-eight (48) hours in advance of each closing by the Contractor. The Contractor shall not erect any sign on the site without the City's prior written consent.
- K. Cleanup of Temporary Storage Site: At the completion of the work, the Contractor shall remove all rubbish, tools, equipment, temporary work and surplus materials from the temporary storage site and adjacent premises. If the Contractor does not attend to such cleaning as above stipulated when so requested by the City, the City may cause such cleaning to be done by others and charge the cost thereof to the Contractor. No portion of the work can be abandoned before the cleanup is completed, nor shall final payment be made prior to complete cleanup and acceptance by the City Manager.
- L. Water for Construction Use: If the Contractor intends to use water from the City system, he shall make application to the City Water Department, and pay all charges that may be imposed by the Water Department. Adequate precaution shall be taken by the Contractor against freezing or waste of water. All use of any of the City fire hydrants shall be done in accordance with the requirements of the city Water Department, and every effort will be made by the Contractor to use these hydrants in such a manner as not to interfere with the operation of the City Fire Department. The cost, charges and fees for any such water usage shall be borne by the Contractor.

III. INSPECTION:

The City and its employees, agents or representatives shall at all times have access to the work whenever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and inspection.

The City shall have the right to reject materials and workmanship which are defective or do not comply with contract documents. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor fails to correct such defective work or remove rejected materials within a reasonable time, the City may remove them and charge the expense to the Contractor.

IV. PAYMENT:

- A. Partial Payments: The City shall make partial payments as the work progresses, as follows:

Upon itemized application by the Contractor and reasonable opportunity for inspection by the City, the City shall make monthly payments to the Contractor based on ninety percent (90%) of the value of the labor and materials incorporated in the work up to the first day of the month less the aggregate of all previous payments, provided that the aggregate of all monthly payments shall not exceed ninety percent (90%) of the contract price.

After the work is 50% in place, additional retainage shall not be withheld unless the City determines, in its sole reasonable discretion, that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the City so determines, the City may retain not more than 10% of the dollar value of work more than 50% in place. In no case shall the aggregate of all monthly payments exceed 95% of the dollar value of the work.

- B. Final Payment: Upon completion and acceptance by the City of all work required hereunder, and after the Contractor shall have furnished the City with release of all claims against the City which arise or may arise under and by virtue of this contract, then the City shall pay the balance due under this contract.

Payments otherwise due may be withheld by the City on account of defective work not remedied, rejected work, claims filed, or reasonable evidence indicating probable filing of claims, failure of Contractor to make payments properly to sub-contractors, or for material or labor, or a reasonable doubt that the contract can be completed for the balance then unpaid. If the same are not remedied upon written notice, the City may do so at the Contractor's expense and deduct any sums expended from payments otherwise due.

- C. Deductions. Pursuant to charter section 2.15, the City may deduct from the amount due to the Contractor any invoices, judgments, or taxes currently owed by the Contractor to the City that are delinquent.

- D. Acceptance as Release: Contractor's acceptance of final payment shall be a release to the City of any and all claims of any nature Contractor may assert against City arising out of or relating to this work.

V. CHANGES TO THIS CONTRACT:

- A. Change Orders: The City shall have the authority to order changes in the work through additions, deletions, or substitutions. Modifications, deletions or additions that change the scope of the work as designated by the contract plans, and extensions of time to complete the contract, shall be covered by a written order signed by the authorized representatives of the Contractor and the City. The change order shall include any change to the contract sum which shall be adjusted in accordance with unit prices and/or lump sum prices as bid.
- B. Extra Work: Being defined as work for which unit prices are not listed. Compensation for such extra work shall be included in any change order and shall be based on the actual cost to the Contractor for labor, materials and equipment plus fifteen (15%) percent. The Contractor shall perform such extra work as may be ordered by the City Manager. Any extra work required in an emergency to protect life and property shall be performed by the Contractor as is necessary. The City shall be notified within 48 hours of start of any extra work, for which the Contractor shall keep a strict account of actual cost, and a written work order shall be made out as soon as practical to do so. "Extra work" submitted after the 48-hour limitation will not be reimbursed by the City.
- C. Delays: Time is of the essence of this contract. Delays shall be separated into two (2) classifications as determined by the City Manager. The classifications are as follows:
1. delays for which the Contractor is responsible, and
 2. delays caused by Acts of God, riots, strikes, shortages of materials which could not be avoided by reasonable foresight, national emergencies which might create delays, public utility delays, etc.

No extensions of time will be given for delays as in classification (1) above for which the Contractor is responsible.

Delays falling into classification (2) above shall in no way affect the validity of the Contract, but the time limitation of the Contract shall be extended by the same amount of time as such delay may cause to be lost. The Contractor must notify the City in writing within 48 hours of the start of any delays falling into this classification.

VI. VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT.

This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances ("the Code"). This contract or agreement is also voidable or rescindable at the discretion of the City at any time if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.

VII. TERMINATION BY THE CITY:

Should the Contractor, at any time, refuse or fail to prosecute the work with promptness and diligence, or in accordance with the contract documents, the City may, at its sole discretion, terminate the contractor's right to proceed with the work by written notice to the Contractor. In such event, the City may enter upon the premises and for the purpose of completing the work included under the contract, take possession of all suitable materials thereon and finish the work by whatever method it deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable for and shall pay the difference to the City.

VIII.

B. **Insurance:** The Contractor will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, that other insurance shall be excess insurance only. The Contractor shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies having an AM Best rating of A- or better, licensed in the State of Michigan, and approved by the City, that will protect the Contractor, its sub-contractors, and the City from claims for bodily injury, death, or property damage which may arise from performance of the contract. The Contractor shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Contractor shall submit all insurance policies for review. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the types specified below, unless otherwise agreed to by the City in writing. When requested by Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. The amounts and types of such insurance shall be not less than the following:

1. Minimum required limits of liability:
 - (A) For jobs with an estimated contract cost of less than \$50,000
 - (1) Comprehensive Commercial General Liability, limits of at least:
 - a. Bodily Injury, each occurrence \$300,000
 - b. Bodily Injury, each aggregate \$500,000

- c. Property Damage, each occurrence \$100,000
- d. Property Damage, aggregate \$100,000
(or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$500,000
and aggregate \$500,000

(2) Automobile Liability Limits of at least:

- a. Bodily Injury, each person \$300,000
- b. Bodily Injury, each occurrence \$500,000
- c. Property Damage, each occurrence \$100,000
(or in the alternative to a, b, c)
- d. Bodily Injury and Property Damage Combined Single Limit each occurrence \$500,000

(B) For jobs with an estimated contract cost of \$50,000 or greater and smaller jobs deemed to be dangerous in nature which shall include, but not necessarily limited to, demolition, blasting, excavating and tunneling or other underground work.

(1) Comprehensive Commercial General Liability of at least:

- a. Bodily Injury, each occurrence \$1,000,000
- b. Bodily Injury, aggregate \$1,000,000
- c. Property Damage, each occurrence \$500,000
- d. Property Damage, aggregate \$500,000
(or in the alternative to a, b, c, d)
- e. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$1,000,000
and aggregate \$1,000,000

(2) Automotive Liability and Property Damage Insurance with limits of at least:

- a. Bodily Injury, each person \$1,000,000
- b. Bodily Injury, each occurrence \$1,000,000
- c. Property Damage, each occurrence \$1,000,000
(or in the alternative to a, b, c)
- d. Bodily Injury and Property Damage Combined Single Limit
each occurrence \$1,000,000

NOTE: To comply with the required limits of liability, each insurance may be placed in more than one policy, including an excess umbrella type policy.

2. Worker's Compensation and Employer's Liability Insurance as required by the State of Michigan for all Contractor's employees and those of its sub-contractors engaged in work under this contract. If Contractor is a sole proprietorship and as such is not eligible for Worker's Compensation Coverage, Contractor must submit proof of same, satisfactory to the City. **If**

Contractor is otherwise not obligated to carry Worker's Compensation Coverage, Contractor must submit documentation from the Michigan Department of Labor (Form WC-337 or its equivalent); and

3. **If the contract requires any work procedures involving explosives, blasting, demolition, excavating, trenching, tunneling, underground work, or other dangerous activity as determined by the City, the property damage liability coverage shall include standard explosion, collapse and underground coverage (XCU) for property damage and bodily injury liability coverage with limits of \$1,000,000 each occurrence and \$1,000,000 aggregate; additionally, Contractor shall provide third party pollution liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The insurance shall name the City and its officers, employees, agents and representatives as an additional insured party.**
4. Each policy shall provide for thirty (30) days written notice of cancellation, expiration, termination, or change of policy to the City. The Contractor shall submit evidence of the coverage, to the City for review and approval. The City will, in writing, identify the policies and indicate its approval or disapproval. New policies shall be provided to the City in place of all policies disapproved. Insurances which expire before Contractor's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for approval.
5. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of the contract, and insurance companies shall waive the right to special notification for any change or modification of the contract, extension of time, decreased or increased work, cancellation or of any other act or acts by the City or its authorized employees or agents pertaining to the contract. Failure to so notify the aforesaid insurance companies of such changes shall in no way relieve the insurance companies of its obligation under the contract.
6. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract.
7. If the contract involves new construction, Contractor shall purchase and maintain an Owner's and Contractor's Protective Liability insurance policy and property insurance upon the Work at the site in the amount of the full replacement cost thereof. The insurance shall include the interests of the City, Contractor, Subcontractors, and if applicable, Engineer, Engineer's Consultant, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by supplementary conditions. The form of policy for this coverage shall be Completed Value.

Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by City prior to being incorporated in the Work; and,

Be maintained in effect until payment is made unless otherwise agreed to in writing by City and Contractor with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph must be approved by City prior to commencement of construction.

- C. **Indemnification:** To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save the City of Jackson, its agents, servants, officials, officers, employees, or representatives (hereinafter "the Indemnitees"), harmless from and against all costs, losses, claims, demands, suits, actions, payments, judgments, or expenses, legal expenses including attorneys' fees, or otherwise, which may occur, arise, or alleged to have occurred or arose from personal injuries, property damage, bodily injury, including death, or otherwise, brought or recovered against the Indemnitees by reason of any act or omission, without limitation or exception, of the Indemnitees, the Contractor, its agents, contractors, subcontractors, servants, employees, or representatives, in the course of, or arising out of, the performance, execution or guarding of all work or services relating to this contract. However, this provision does not indemnify, for the negligence of the Indemnitees, in those situations described in Act 165 of the Public Acts of Michigan of 1966, as amended.
- D. **Liens:** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

- D. Guarantee: The Contractor shall guarantee all materials and work performed under this Contract for the period of «GUARANTEE_LENGTH_ONE_OR_TWO» year from the date final payment is made. The contractor shall promptly make any corrections made necessary for reason of faulty materials or workmanship, including corrections of damage to other City property resulting thereby, without cost to the City.

If the award of contract is \$50,000 or greater, the contractor shall provide a Maintenance and Guarantee Bond for a minimum of 25 percent of the total value of the contract price. The Maintenance and Guarantee Bonds shall guarantee the maintenance of all work under this contract for a period of «BOND_LENGTH_ONE_OR_TWO» year from the date of final payment. All bonds shall be signed by the contractor with a surety company licensed to do business in the State of Michigan which is acceptable to the City. Said bond shall be payable to the City of Jackson and filed in the office of the City Clerk.

IX. ARBITRATION:

- A. General: At the City's option, all claims, disputes or questions arising out of or relating to these contract documents may be referred to arbitration for decision and award.
- B. Selection: If the City elects to utilize arbitration, the parties may agree on one arbitrator; otherwise a list of three (3) names shall be requested from the American Arbitration Association. Each party shall eliminate one (1) name from the list. After elimination, the one (1) name remaining, shall be the arbitrator who shall determine the dispute and/or award. If both parties eliminate the same name, then the remaining list of two (2) names shall be sent to the American Arbitration Association with a request to have them decide which arbitrator shall hear the case. Certified copies of the findings and/or award shall be filed with the City and the Contractor.
- C. Compensation: The arbitrator shall make such rules as he or she shall determine equitable to govern the conduct of the investigation and determination of the award. The arbitrator shall fix the amount of the cost of the proceedings, including his or her fair and reasonable compensation and shall determine how the total cost shall be borne. All proceedings shall be pursuant to the American Arbitrator's Association rules.
- D. Work to Continue: The Contractor will carry on the work during the time any arbitration is proceeding, unless agreed in writing by both parties that other arrangements shall be made.

X. MISCELLANEOUS:

- A. Subcontracts: The Contractor agrees to be fully responsible to the City for the acts or omissions of his subcontractors and any one employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- B. Taxes: 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 Treasury on the bid date.

If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in the 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 insure solely to the benefit of the City of Jackson.

- C. Assignments: The Contractor shall not assign this contract nor any monies to become due thereunder without the prior written consent of the City.
- D. Social Security: The Contractor shall pay the contributions measured by wages of his employees required by the Social Security Act and/or the Public Acts of the State of Michigan, and shall accept exclusive liability for said contributions both on account of employees carried directly on his payrolls and for those of his sub-contractors. The Contractor shall further indemnify and hold harmless the City on account of any contributions measured by the wages of employees of the Contractor or any sub-contractor which may be assessed against the City under authority of said Act of State Law of Michigan.
- E. Patents: The Contractor shall defend all suits or claims and shall save the City harmless for liability of any nature or kind, including costs and expenses for or on account of any patented invention, article, or appliance, manufactured or used in the performance of this contract.
- F. Testing and Laboratory Service: All field and laboratory inspection and testing of materials prior to use will be provided for the City under a separate contract or arrangement. The manner and extent of such service, and the selection of the testing agencies, shall be established by the City.

Whenever such prior testing of materials shall indicate that such material does not meet specifications, the Contractor may, at his own expense, make appropriate tests to prove otherwise. Final decision on acceptance or rejection of these materials shall be made by the City.

- F. Interpretation of Contract Documents: If any doubt exists in the mind of the Contractor as to the correct meaning of any part of the drawings, specifications, or contract documents, he may submit a written request to the City for any interpretation of the intended meaning, and in so doing he must assume the responsibility for its delivery to the City.

In case of any discrepancy in the contract documents, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

- G. Access: The Contractor shall provide the City, the Department of Labor, or any authorized representative thereof; with access to any books, documents, papers, and records of the Contractor which are pertinent to this project for the purpose of making audit, examination, excerpts and transcriptions.

- H. Payment for Idled Persons and Equipment: In the event that machinery or equipment is idle due to failure of the City to properly provide for the Contractor to proceed with the work in accordance with the contract, or due to a delay caused by a public utility, payment may be allowed in accordance with Section 109.05 of the MDOT Standard Specifications for Highway Construction. If, in the opinion of the Engineer, there are other operations which could be undertaken by the Contractor should he claim idle time, the Contractor shall immediately proceed with such work and no idle time compensation will be approved.
- I. Measurement and Payment. In the event the contract involves unit bid pricing, such pricing shall govern over total dollar amounts. Quantities of work completed under the contract shall be determined by the city using the standards or methods of measurement provided in the Specifications, Special Provisions, Supplemental Specifications, or any other provision contained in the contract documents. Every attempt shall be made to measure quantity of work as fairly and accurately as possible; however, in the event of a discrepancy or dispute between the Contractor and the City, the City reserves the right to make final determination of the quantities of work completed in order to calculate the total cost of the work (Total contract amount).
- J. Coordination of Plans and Specifications: In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the contract will prevail over all other parts in the following order.
1. Special Provisions/Conditions
 2. Supplemental/Technical Specifications
 3. Project Plans and Drawings
 4. General Conditions

The Contractor shall not take advantage of any apparent error or omission in the plans, specifications, or other contract documents and if any inconsistency, omission, or conflict is discovered in the plans, specifications, or other contract documents, the Contractor shall (i) provide the better quality or greater quantity of work, or (ii) comply with the more stringent requirements, either or both in accordance with the City's interpretation as to the true intent. If in any place the meaning of the plans, specification, or other contract documents is obscured or uncertain or in dispute, the Contractor shall immediately consult with the City for the City's interpretation as to the true intent.

- K. Fines and Penalties. Any fines, penalties or other monetary sanctions from any federal or state authority against the City that are a result of the actions or failure to act of the Contractor will be deducted from any payment that is due to the Contractor. If the fine, penalty or other monetary sanction is levied after Contractor receives payment, Contractor shall reimburse the City within 10 days of written notice for all such fines, penalties or monetary sanctions.
- M. Withholding. Contractor must require that its employees comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson.

In addition, all contracts between the Contractor and any subcontractors must contain a provision requiring the subcontractor to comply with the City of Jackson rules for withholding of income tax for work performed in the City of Jackson. Copies of such contract language must be provided to the City prior to commencement of work by the subcontractor.

- N. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement.