Saginaw City Council
Regular Meeting Agenda

Andersen Enrichment Center
120 Ezra Rust Dr.
April 13, 2026
6:30 PM

Prayer and Pledge of Allegiance

Roll Call

Announcements

1. Proclamation declaring April 24, 2026, as “Arbor Day.”

Public Hearings

1. Regarding the proposed Clean Water State Revolving Fund (CWSRF) Project Planning Document Amendment for the purpose of receiving comments from interested persons.

Public Input

(A list will be provided following submittal deadline.)

Remarks of Council

Reports From Manager

1. Arts, Culture, and Recreation and Neighborhood Revitalization Update, Cassi Zimmerman, Director of Planning and Economic Development.

Consent Agenda

1. Approve the March 23, 2026 regular meeting minutes.

2. Approve the Interlocal Agreement with the County of Saginaw for administration of the 2025 Byrne Justice Assistance Grant and distribution of proceeds for the Police Department. Further, approve a budget adjustment to recognize these funds.

3. Approve the Law Enforcement-Based Victim Services Technical Assistance Program grant through the U. S. Department of Justice, Office of Justice Programs, Office for Victims of Crime for $20,000 for the Police Department, and authorize the City Manager or his designee to execute any necessary contracts and to issue purchase orders to approved vendors in the expenditure of these funds. Further, approve a budget adjustment to recognize these funds.

4. Approve the purchase with Northeastern Paint Supply, Inc. for $29,043 for carpet removal and installation at the Police Department.

5. Approve the purchase with CMP Distributors, Inc. for $88,369 for new pistols and accessories, and the acceptance of a $24,550 trade-in credit for 85 pistols currently in use by the Police Department. The trade-in credit results in a total purchase cost of $63,819. Further, approve a budget adjustment to recognize these funds.

6. Approve the purchase with Wobig Construction Co., Inc. for $55,100 for the replacement of the front driveway at Station No. 4 for the Fire Department.

7. Approve the Purchase and Development Agreement with The Seals Group, LLC for 504 Carroll Street and 445 N. Roosevelt Austin Avenue.

8. Approve the acceptance of a donation of $1,000 from Covenant Healthcare to assist the City of Saginaw's 2026 Team Up to Clean Up event. Further, approve a budget adjustment to recognize these funds.

9. Approve the acceptance of a donation of $1,000 from the Saginaw Community Foundation to assist the City of Saginaw's 2026 Team up to Clean up event. Further, approve a budget adjustment to recognize these funds.

10. Approve the acceptance of a donation of three oak trees with a value of $318.50 from the Saginaw Branch, Women's National Farm and Garden 100th Anniversary Committee for the Public Services Department, Parks and Facilities Division.

11. Approve to increase the blanket purchase order with LaFontaine Ford of Birch Run by $5,000, for a new total of $20,000, for vehicle repair services for the Public Services Department, Motor Pool Division.

12. Approve the purchase with Graybar Electric Co. Inc. for $5,954 for LED lighting fixtures for the Public Services Department, Maintenance and Service Division.

13. Approve the purchase with Pinnacle Design for $23,299.95 for the professional services associated with the purchase and renovation of the Superintendent's office for the Public Services Department, Maintenance and Service Division.

14. Approve the contract with Lois Kay Contracting for $71,268 for the 2026 Sidewalk Project for the Public Services Department, Engineering Division.

15. Approve the contract with BKJ Construction for $116,798 for the 2026 ADA Sidewalk Ramp Project for the Public Services Department, Engineering Division.

16. Approve the Community Development Block Grant (CDBG) contract with Lois Kay Contracting, Co. for $408,619 for the S. Granger Street and Lyon Street Resurface CDBG and ADA S. Porter St and Jackson St project for the Public Services Department, Engineering Division.

17. Approve to increase purchase order no. 523257 with Thomas Brown and Son Roofing Co. by $7,232, for a new total of $33,128, for the Emerson RTB Roof Replacement for the Water and Wastewater Services Department, Remote Facilities Division.

18. Approve the purchase with Central Cleaning Systems, a sole source, for $6,175 for a replacement Hotsy Pressure Washer for the Water and Wastewater Treatment Services Department, Remote Facilities Division.

19. Approve to increase purchase order no. 523768 with Nelson Tank Engineering and Consulting, Inc. by $4,200, for a new total of $10,750, for the additional inspection of the northeast filter underwell water tank for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Board/Commission/Committee Reports

Appointment of Board/Commission/Committee Members

Ordinance Introduction

1. An ordinance to amend §153-2.2 “Definitions,” §153-3.1.C(3) “Special Land Uses,” §153-3.1.F(2) “Permitted Uses,” and by adding new section §153-4.35 titled “Micro Dwelling Unit/Micro Dwelling Unit Development” of Chapter 153, “Zoning Code,” of Title XV, “Land Usage,” of the City of Saginaw Code of Ordinances, O-204.

Ordinance Adoption

1. An ordinance to amend the official city map to rezone, Lot 9 W 30 FT of Lot 10, inc adj vacated alley, blk 1, S. Remington's addition; lot 9, exc..W.70 ft., blk.2, S. Remington's addition, also W ½ of vacated adjacent alley; lot 10, exc.W.30 ft, blk..1,S. Remington's Addition W. 70 FT. OF LOT 9, BLK.2, S. Remington's Addition from R-1, Low-Density Residential to B-1, Neighborhood Business.

Resolutions

1. Adopting MDOT Cost Agreement 26-5156, Perkins Street Reconstruction

2. Adopting a final project planning document amendment for Wastewater system improvements and designating an authorized project representative.

Unfinished Business

Miscellaneous Business

1. Consideration of a motion to go into closed session to discuss pending litigation in DVM Utilities, Inc. v. City of Saginaw per MCL 15.268(e).

Adjournment

Timothy Morales
City Manager

Accessibility Notice:
If you require accommodations to attend or participate in this meeting due to a disability, please contact the City Clerk's Office at (989) 759-1480 ext. 6 or visit in person at:

Saginaw City Hall
1315 S. Washington Ave.
Saginaw, MI 48601

Advance notice is appreciated to allow time to make arrangements.

To view tonight's presentations, scan the QR code or follow the link below.
saginaw-mi.com/presentations

CITY OF SAGINAW

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, and for our fires. Trees also increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal. In 2025, the City of Saginaw, Streets, Section of the Right of Way Division also planted 22 trees, pruned 520 trees, and removed 228 trees.

NOW THEREFORE BE IT RESOLVED, I, Brenda F. Moore, Mayor of the City of Saginaw, do hereby proclaim April 24, 2026 as **"ARBOR DAY"** in the City of Saginaw; and

FURTHERMORE, I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Saginaw to be affixed this 13th day of April in the year of our Lord two thousand twenty-six.

Brenda F. Moore

Councilpersons
Priscilla Garcia, Mayor Pro Tem,
Michael D. Balls, Eric D. Braddock, Sr.,
Carly R. Hammond, Bill Ostash, Jacinta Seals,
Heidi G. Wiggins, and Tobias Young

Timothy Morales, City Manager

April 13, 2026

CITY OF SAGINAW

PUBLIC HEARING
SAGINAW CITY COUNCIL

In compliance with requirements of Act 267, P.A. 1976, the following notice is posted:

NOTICE OF PROJECT PLANNING DOCUMENT AMENDMENT PUBLIC HEARING

Notice is hereby given that the Saginaw City Council will hold a public hearing on April 13, 2026, at 6:30 p.m. regarding the proposed Clean Water State Revolving Fund (CWSRF) Project Planning Document Amendment for the purpose of receiving comments from interested persons. These will be presented at the Regular Council meeting on April 13, 2026, at 6:30 p.m. at the Andersen Enrichment Center, 120 Ezra Rust Drive, Saginaw, MI 48601.

A copy of the draft CWSRF Project Planning Document Amendment will be available for public review at the Clerk's office and on the City's website at https://www.saginaw-mi.com/DocumentCenter/View/5056/Saginaw-CWSRF-Amendment-Public-Hearing-Notice-for-2026-PDF.

All interested parties are invited to submit written comments on the draft Project Planning Document Amendment. Written comments may be emailed to Mike Grenier, Director of Water & Wastewater Treatment Services, at mgrenier@saginaw-mi.com. Written comments must be received no later than April 13, 2026, at 12:00 p.m. to be considered part of the public record.

The CWSRF Project Planning Document Amendment includes a change in the Selected Alternative for the Solids Handling Improvements from Optimization of existing facilities to Construction Alternative. The estimated total project cost for the Construction Alternative is $29,000,000. The remaining projects for FY2027 in the original Project Planning Document submitted to Michigan Department of Environment, Great Lakes, and Energy (EGLE) in 2024 remain unchanged.

The City of Saginaw has previously adopted a rate increase each year starting 2024 through 2027. Therefore, the debt service for the CWSRF loan is reflected in the rates adopted.

There are no negative long-term impacts associated with the proposed CWSRF projects. The construction activities would have only a short-term disruption.

Kristine Bolzman, MiPMC/CMC
City Clerk

IF YOU ARE DISABLED AND NEED ACCOMMODATION TO PROVIDE YOU WITH AN OPPORTUNITY TO PARTICIPATE OR OBSERVE IN PROGRAMS, SERVICES, OR ACTIVITIES, PLEASE CALL THE SAGINAW CITY CLERK AT 989.759.1480.

Posted: _____ By: _____

A Regular Meeting of the Council of the City of Saginaw, Michigan, was held Monday, March 23, 2026, at 12:00 p.m. at the Andersen Enrichment Center, 120 Ezra Rust Drive, Saginaw, Michigan.

Prayer and Pledge of Allegiance

Council Member Young offered a prayer and Mayor Moore led the pledge of allegiance of the United States of America.

Roll Call

Mayor Moore called the meeting to order. Council Members present: Tobias Young, Jacinta Seals, Michael Balls, Priscilla Garcia, Bill Ostash, Heidi Wiggins, Carly Hammond, Brenda Moore: 8. Council Members absent: Eric Braddock Sr.: 1.

Announcements

City Clerk Kristine Bolzman announced the following:

- Absentee ballots for the upcoming May 5 Special General Election will be available beginning this Wednesday.
- City offices will be closed Friday, April 3, in observance of Good Friday.
- Yard waste collection will begin on April 6. Yard waste may be placed at the curb on your collection day in paper yard waste bags or a collection bin with a yard waste sticker attached. Stickers are available in the Clerk's office or at Public Services.
- The Convenience Station will be open April 11 from 8:00 a.m. to noon for city residents to drop off bulky or miscellaneous items for disposal.
- The next City Council meeting will be April 13 at 6:30 p.m.

Public Input

Members of the public that addressed the Council: Stephanie Curtis.

Council Remarks

Remarks were heard from the following Council Members: Young, Seals, Balls, Ostash, Wiggins, Hammond, Garcia, and Mayor Moore.

Reports from Manager

City Manager Tim Morales reported updates regarding various projects.

Manager Morales introduced Joyce Seals, Chairman of Saginaw Promise. Chairman Seals, Cynthia Reyes, Secretary, and Deborah Sanchez, Director, presented an overview and update on the goals and achievements of Saginaw Promise.

Manager Morales introduced Fire Chief Brandon Hausbeck. Chief Hausbeck provided an update on the Strategic Goals of the Fire Department.

Manager Morales introduced Police Chief Robert Ruth. Chief Ruth provided an update on end-of-year 2025 crime statistics with comparatives to previous years.

Council Member Hammond left the meeting at 12:30 p.m. and returned at 12:32 p.m.

Council Member Braddock entered the meeting at 12:44 p.m.

Mayor Pro Tem Garcia left the meeting at 1:00 p.m.

Consent Agenda:

Moved by Council Member Seals, seconded by Council Member Wiggins to approve the consent agenda, allowing room for exceptions. Exceptions were made to items 2 and 5. 8 ayes, 0 nays, 1 absent. Motion approved.

1. Approve the March 9, 2026, regular meeting minutes.

2. Approve the departmental recommendations to the 2026 SLSA objections filed.

3. Approve the donation of a highly trained police canine for the Police Department, Patrol Services, K9 Division.

4. Approve the purchase with Lifeloc Technologies, Inc. for $3,294 for ten Lifeloc FC10 Professional Breath Alcohol Tester Units for the Police Department, Patrol Services.

5. Approve the Software and Service Agreement with Windcave for Credit Card Processing Services for the Hancock Parking Structure located at 100 N. Hamilton, and to further authorize the City Manager or his designee to execute any necessary contracts and to issue purchase orders as outlined in the rate and fees agreement for the Department of Neighborhood Services and Inspections, Parking Operations and Maintenance Division.

6. Approve the Electrical Facilities Easement Agreement with Consumers Energy for the Public Works Department, Engineering Division.

7. Approve the purchase with The Collins Group Inc. for $3,234 for U.S. Flag Grave Markers for the Cemeteries Division.

8. Approve the purchase with D & K Truck Company for $108,410 for a 2027 Freightliner 108SD Plus Hook Loader Plow Truck; and with Truck and Trailer Specialties, Inc. for $191,745 for the upfitting of a salter, brine tanks, and front plow, for a total amount of $300,155 for the Public Services Department, Streets Division.

9. Approve the purchase with Todd Wenzel Buick GMC of Westland for $61,024 for a 2026 GMC Sierra 2500HD Pickup truck for the Public Services Department, Streets Division.

10. Approve the purchase with Todd Wenzel Buick GMC of Westland for $61,024 for a 2026 GMC Sierra 2500HD Pickup truck for the Public Services Department, Streets Division.

11. Approve to increase the blanket purchase order with Larry’s Auto Supply by $8,000, for a new total of $68,000, for vehicle part services for the Public Services Department, Motor Pool Division.

12. Approve to increase the blanket purchase order with Geyer’s Pennzoil by $1,500, for a new total of $11,500, for routine and preventative vehicle maintenance services for the Public Services Department, Motor Pool Division.

13. Approve to increase the blanket purchase order with Elite Aerial Compliance by $700, for a new total of $5,100, for vehicle inspection services for the Public Services Department, Motor Pool Division.

14. Approve to increase the blanket purchase order with Michigan Truck Spring by $1,500, for a new total of $11,500, for vehicle repair services for the Public Services Department, Motor Pool Division.

15. Approve to increase the blanket purchase order with W.W. Williams by $2,000, for a new total of $67,000, for vehicle repair services for the Public Services Department, Motor Pool Division.

16. Approve the purchase with Hotsy of Mid-Michigan, a sole source, for $10,750 for a Hotsy Portable Power Washer 1280SS for the Public Services Department, Streets Division.

17. Approve the purchase with Fisher Scientific for $3,421 for a laboratory refrigerator at the Water and Wastewater Services Department, Treatment and Pumping Division.

18. Approve to increase blanket purchase order #522468 with JWC Environmental by $20,000, for a new total of $60,000, for preliminary treatment process equipment replacement parts for the Water and Wastewater Treatment Services Department, Wastewater Treatment and Pumping Division.

19. Approve the purchase with L & S Electric for $8,600 for three motor protection relays for the Water and Wastewater Treatment Services Department, Remote Facilities Division.

Moved by Council Member Hammond, seconded by Council Member Ostash to approve consent agenda item 2. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Hammond, seconded by Council Member Wiggins to approve consent agenda item 5. 8 ayes, 0 nays, 1 absent. Motion approved.

Board/Commission/Committee Reports

Council Member Ostash reported that the petition to rename Weadock Park to Kevin Mark Rooker Park, review of a micro dwelling unit ordinance, and discussion on a draft data center ordinance are on the March 24 Planning Commission agenda. The meeting starts at 6:00 p.m. at the Morley Building.

Manager Morales reported that the MBS International Airport Commission recently went through strategic planning that included updates on the advancements in aviation.

Appointment of Board/Commission/Committee Members

Moved by Council Member Ostash, seconded by Council Member Balls to approve the following appointments:

1. the appointment of David Brown to the Downtown Development Authority with a term to expire December 31, 2027.
2. the appointment of Chelsea Payne to the Housing Board of Appeals with a term to expire March 1, 2028.
3. the reappointment of Dennis Morrison to the Human Planning Commission with a term to expire March 1, 2027.

8 ayes, 0 nays, 1 absent. Motion approved.

Resolutions

Moved by Council Member Seals, seconded by Council Member Balls to adopt a resolution certifying the 2026 Single Lot Assessment Tax Roll. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Wiggins, seconded by Council Member Balls to adopt a resolution authorizing the City Of Saginaw to Seek FY 2029 Local Bridge Program Funds. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Seals, seconded by Council Member Ostash to adopt a resolution decertifying a portion of Wolcott Street. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Balls, seconded by Council Member Seals to adopt a resolution decertifying a portion of 12th Street. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Balls, seconded by Council Member Ostash to adopt a resolution decertifying a portion of North Niagara Street. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Seals, seconded by Council Member Wiggins to adopt a resolution decertifying/vacating a portion of Congress Avenue. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Balls, seconded by Council Member Young to adopt a resolution decertifying a portion of Schaefer Street. 8 ayes, 0 nays, 1 absent. Motion approved.

Miscellaneous Business

Moved by Council Member Seals, seconded by Council Member Ostash to direct staff to prepare and bring forward at the appropriate time a resolution to place a Charter amendment eliminating the tax cap on the November ballot. 8 ayes, 0 nays, 1 absent. Motion approved.

Adjournment

Moved by Council Member Young, seconded by Council Member Seals to adjourn the meeting at 1:31 p.m. 8 ayes, 0 nays, 1 absent. Motion approved.

Submitted by,

Kristine Bolzman, MiPMC/CMC
City Clerk

Council Communication

Item Number: 2.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: 2025 Byrne Justice Assistance Grant Interlocal Agreement

Prepared By: Brian Rowell, Administrative Professional

Manager's Recommendation:

Approve the Interlocal Agreement with the County of Saginaw for administration of the 2025 Byrne Justice Assistance Grant and distribution of proceeds for the Police Department. Further, approve a budget adjustment to recognize these funds.

Justification:

The City of Saginaw (City) and the County of Saginaw (County) are required to enter into an Interlocal Agreement (Agreement) prior to the disbursement of funds for the Byrne Justice Assistance Grant (JAG). The Agreement sets forth the rights and obligations of the parties. The City and County have negotiated the division of the JAG funds. Pursuant to the terms of the Agreement, the County will serve as facilitator and fiduciary of the $83,797 grant funds. The County shall allocate $41,899 toward the purchase of patrol vehicles, equipment for vehicles, and equipment for the purpose of sustaining the delivery of basic law enforcement services. The City shall allocate $41,898 toward the purchase of patrol vehicles and equipment for patrol vehicles for the purpose of sustaining the delivery of basic law enforcement services.

A budget adjustment will be completed to increase the Department of Justice – JAG Fund, JAG 2025 Grant Account No 266-000.00-502.065 from $0 to $41,898. To offset the increase in revenues will be an increase to the DOJ – JAG Fund, JAG 2025 Division, Vehicle Account No 266-307.35-982.000 by the same amount.

I have approved the Agreement as to substance and the City Attorney as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. JAG 2025

Docusign Envelope ID: 34916D53-12F1-8327-81AA-B6820496EF09

CONTRACT COVER SHEET

DATE: 03 / 25 / 26

- Please note that only 1 copy is needed for signature.
- Contract should be submitted via email to jceja@saginawcounty.com
- Please name your file using the same naming convention you use in Munis Contract Entry.
- When the signature process is complete, you will receive the fully executed copy in PDF form to your email.
- The original will be kept on file in the Administrator's office.

NAME OF PERSON SUBMITTING CONTRACT: Erika Johnson

This is who the executed contract will be returned to

DEPARTMENT: Sheriff's Office

CONTRACT NAME: FY2025 Jag

Name of Vendor-Short Description of Contract-FY End Date (This should match Munis)

WILL YOU BE SENDING YOUR VENDOR A COPY OF THE CONTRACT? YES ☑ NO ☐

If the answer is no, you must provide vendor information below:

Name:_____ Email Address:_____

CHECK LIST:

☑ "Vendor": If refusal to sign first, please site reason: _____

☑ "Approved As to Proper and Legal Department Expenditure": Department Head

☐ "Saginaw County/Approved by": Jack Tany, Chairman Board of Commissioners

☐ "Approved As to Substance": Mary Catherine Hannah, County Administrator

☐ "Approved As to Legal Form": Gilbert & Smith, P.C., Civil Counsel

☐ Defined End Date ____/____/____

PURPOSE OF CONTRACT:

_____

_____

CONTRACT INFORMATION

☑ New Contract

☐ Renewal Contract

☐ Is this contract budgeted? Enter account number:_____

☐ If this contract is not budgeted, briefly explain:_____

_____

ANYTHING ELSE YOU WANT THE SIGNERS TO KNOW?

_____

_____

Revised 01/08/25

Docusign Envelope ID: 34916D53-12F1-8327-81AA-B6820496EF09

INTERLOCAL AGREEMENT

Between the **County of Saginaw** and the **City of Saginaw, MI**
2025 Byrne Justice Assistance Grant (JAG)

This Agreement is made and entered into this 25th day of March, 2026, by and between the County of Saginaw, Michigan, acting by and through its governing body, the Saginaw County Board of Commissioners (hereinafter referred to as the 'County'), and the City of Saginaw, Michigan, acting by and through its governing body, the City Council, (hereinafter referred to as the 'City').

Whereas, each governing body finds that the performance of responsibilities contained in the Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs as directed via "disparate jurisdiction" policy, fairly compensates the performing party for their services or functions under this agreement; and

Whereas, the County and the City agree to split, in relative equal apportionments, $83,797.00 as assigned by the Department of Justices' Bureau of Justice Assistance for FY2025 JAG distribution to the County and the City; and

Whereas, the County shall allocate $41,898.50 toward purchase of patrol vehicles, equipment for vehicles, and for equipment for the purpose of sustaining the delivery of basic law enforcement services; and

Whereas, the City shall allocate $41,898.50 toward purchase of patrol vehicles, equipment for patrol vehicles for the purpose of sustaining the delivery of basic law enforcement services.

Now, therefore, the County and City agree as follows:

Section I

The City agrees to permit the County to serve as the facilitator and fiduciary for the 2025 Byrne Justice Assistance (JAG) award.

Section II

The City agrees to provide the County, on a quarterly basis, or in a manner prescribed by the County's authorized financial officer, with an accurate accounting of expenditures made pursuant to the conditions established and/or authorized by way of the JAG award and this agreement.

Docusign Envelope ID: 34916D53-12F1-8327-81AA-B6820496EF09

Section III

The County agrees to coordinate and submit in a timely manner all programmatic and financial reports/obligations as prescribed by the U. S. Department of Justice; and the County shall assign and maintain a separate accounting for funds received, accrued, and dispersed specific to this award/agreement.

Section IV

Authorized County and City officials shall mutually establish a method for the disbursement and reconciliation of funds authorized pursuant to this award/agreement.

Section V

Unless specifically noted pursuant to the language of this Agreement, each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

Section VI

The signatory parties to this Agreement do not intend for any third party to obtain a right or position by virtue of this Agreement.

Section VII

By entering into this Agreement, the parties hereto do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section VIII

The Whereas clauses set forth at the beginning of this Agreement are incorporated into this Agreement by reference as though fully set forth herein.

County of Saginaw	City of Saginaw
By: _____	By: _____
Jack Tany, Chairman	Timothy Morales, Manager
Saginaw County Board of Commissioners	City of Saginaw

Docusign Envelope ID: 34916D53-12F1-8327-81AA-B6820496EF09

Approved as to Substance:

By: _____
Mary Catherine Hannah,
Saginaw County Administrator

Approved as to proper and legal department expense:

By: _____ 03/25/2026
William Federspiel, Sheriff
County of Saginaw

Approved as to legal form:
Gilbert & Smith, P.C.

By: _____
Civil Counsel

Docusign Envelope ID: 34916D53-12F1-8327-81AA-B6820496EF09

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

	March 25, 2026
Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Jack Tany	Chairman
Printed Name of Chief Executive	Title of Chief Executive
County of Saginaw	
Name of Applicant Unit of Local Government	

Council Communication

Item Number: 3.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: U. S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, Law Enforcement-Based Victim Services Technical Assistance Program Grant

Prepared By: Brian Rowell, Administrative Professional

Manager's Recommendation:

Approve the Law Enforcement-Based Victim Services Technical Assistance Program grant through the U. S. Department of Justice, Office of Justice Programs, Office for Victims of Crime for $20,000 for the Police Department, and authorize the City Manager or his designee to execute any necessary contracts and to issue purchase orders to approved vendors in the expenditure of these funds. Further, approve a budget adjustment to recognize these funds.

Justification:

The period of this grant is from March 10, 2026, through September 1, 2026. The Law Enforcement-Based Victim Services Technical Assistance Program provides funding for emergency victim assistance supplies, community outreach supplies and services, and funding for Victim Services staff to attend the End Violence Against Women International training taking place in April.

A budget adjustment is required to increase the General Fund Revenues, Other Federal Grant Account No. 101-000.00-502.027 from $0 to $20,000. To offset the increase in revenues will be an increase to the General Fund, Community Public Safety - Police, International Police Chiefs Grant (IPCG) Division, Parts and Supplies, Account No. 101-307.34-742.000 by $9,000, Travel/Meals/Lodging, Account No. 101-307.34-862.000 by $8,500; and Training & Development, Account No. 101-307.34-957.003 by $2,500.

I have approved the agreement as to substance and the City Attorney as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. Justice Grant Docs

Docusign Envelope ID: 56C0B5F6-5D87-4EE8-9BE0-B32D38CA1C0A

This contract is made this 10 day of March 2026 by and between the International Association of Chiefs of Police, a not-for-profit corporation with its principal place of business at 3030 Potomac Avenue #600 in Alexandria, Virginia 22305 (hereafter 'IACP') and the City of Saginaw, 1315 S. Washington Avenue, Saginaw, MI 48601 (hereafter 'Contractor').

RECITALS

WHEREAS, the IACP has received funds under Cooperative Agreement No. 15POVC-22-GK-01805-NONF, federal CDFA number 16.582, from the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, to conduct a project entitled **Law Enforcement-Based Victim Services Technical Assistance Program** and

WHEREAS, the IACP wishes to engage the Contractor to enhance victim services in the Contractor's jurisdiction through limited scope procurement of goods and services pursuant to and in accordance with the project, and the Contractor is desirous of making such procurements,

THEREFORE, it is agreed between the parties:

I. GOODS AND SERVICES TO BE PROCURED

Contractor shall procure goods and services as approved by IACP and outlined in **Attachment A (Approved Costs)**. All procurement activities under this contract must comply with the Contractor's internal policies, the DOJ Grants Financial Guide, and 2 CFR Part 200. Upon request, Contractor will provide IACP with copies of relevant policies and any other required documentation.

Contractor shall designate, in writing, a representative authorized to act on its behalf for all matters related to this contract. This individual will have full authority to transmit instructions, receive information, and interpret and communicate the Contractor's policies and decisions regarding this contract.

Contractor shall also complete pre- and post-funding surveys as requested by IACP.

II. REIMBURSEMENT

This contract shall commence on the effective date listed above and shall terminate on September 1, 2026.

The IACP hereby awards a cost reimbursable contract of up to **$20,000 (twenty thousand dollars)** for procurement of goods and services as outlined in Section I. Goods and Services to be Procured and in accordance with the approved costs in Attachment A. Contractor shall be reimbursed only for costs listed in Attachment A. Requests for modifications to Attachment A must be submitted to IACP in writing and in advance for approval.

The IACP shall reimburse the Contractor for allowable costs based on receipt of a detailed invoice and supporting documentation. Invoices shall be submitted using IACP's standard invoice template which includes:

1. Invoice date,
2. Detailed cost breakdown, including supporting documentation (e.g., receipts)
3. Certification, as required in 2 CFR 200.415(b), and
4. Total amount due

All payments shall be considered provisional and subject to adjustment within the total approved amount in the event such adjustment is necessary as a result of an adverse audit finding against the Contractor. The IACP reserves the right to reject an invoice in accordance with 2 CFR 200.305.

Invoices and supporting documentation shall be submitted to LEVproject@theiacp.org. The IACP shall pay the amount of the invoice within 45 days of approving the invoice. The IACP shall have no obligation to pay invoices received after September 1, 2026.

III. AVAILABILITY OF FUNDS

In the event the initiative grantor, Office for Victims of Crime (OVC), reduces or terminates funding for this initiative, or modifies the award to exclude the work related to this contract, during the term of this contract, this contract shall be considered terminated upon the date that the IACP provides notice to the contractor of the reduction or termination of funding.

IV. RECORDS AND AUDIT

The Contractor shall retain all records relating to goods and services procured under this contract for at least three (3) years after the Contractor's receipt of the final payment under this contract or after the closure of all pending matters, whichever is later. If an audit, litigation, or other action involving the records is slated before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. All costs incurred under this contract shall be subject to audit by the grantor or an authorized representative of the IACP, or both. The Contractor agrees to comply with the grantor's audit constraints and guidelines, shall allow auditors access to records necessary to supplement expenditures, and shall supply the IACP with copies of all its audit repayments of goods and services procured and compensation paid pursuant to this contract.

V. COMPLIANCE

Contractor certifies it is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; has not been convicted of, had a civil judgment for, or is not presently indicted for or otherwise criminally or civilly charged by a governmental entity for fraud or other prohibited activities. Contractor further certifies that should its status change in this regard during the term of this contract, the Contractor shall notify IACP immediately.

Contractor represents and warrants that the Contractor is currently in compliance and shall remain in compliance during the term of the contract, with all applicable federal civil rights laws.

VI. CONFLICT OF INTEREST

The Contractor knows of no agreements or transactions in which its rights, duties, obligations, or interests conflict with, or are inconsistent with, those of the IACP, the grantor, or this contract.

VII. GOVERNING LAW AND DISPUTES

This contract will be governed by and construed in accord with applicable federal law and regulations and the laws of Michigan, without regard to its conflicts of laws provisions. Any proceeding to enforce or construe this contract will be brought in the federal or state courts with jurisdiction in Saginaw, Michigan and no other place. In the event of any conflict, federal law or regulation will prevail. Both parties will cooperate in addressing disputes as they arise.

VIII. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Nothing herein shall constitute a waiver with regard to any party's right to governmental immunity.

IX. ENTIRE CONTRACT

This contract constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This contract may not be modified except by written instrument executed by both parties.

X. SEVERABILITY

If any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

The parties indicate by the signatures below their intent to be bound by the terms of this contract:

International Association of Chiefs of Police	The City of Saginaw
Signed by: Domingo Herraiz DC0CF30BD8541C...	Timothy J Morales
Domingo Herraiz	Tim Morales
Director of Programs	City Manager
Date: 3/9/2026	Date: 3/10/2026

ADDRESS:
3030 Potomac Ave. #600
Alexandria, VA 22305

P: (703) 836-6767
E: executivedirector@theiacp.org

Tax ID #: 53-0227813
UEI #: MUFDFLWLFDT5
Congressional District: VA08

ADDRESS:
1315 S. Washington Ave.
Saginaw, MI 48601

P: 989-759-1733
E: tmorales@saginaw-mi.com

Contractor's Tax ID #: 38-6004656
UEI #: KE92J1X6HUN8
Congressional District: MI08

Council Communication

Item Number: 4.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Carpet Removal & Installation

Prepared By: Brian Rowell, Administrative Professional

Manager's Recommendation:

Approve the purchase with Northeastern Paint Supply, Inc. for $29,043 for carpet removal and installation at the Police Department.

Justification:

On March 24, 2026, bids were received from three vendors in response to the City's request for bids for Carpet Removal and Installation at the Police Department. The following is a tabulation of the bids received:

Vendor & Location	Total Cost
Northeastern Paint Supply, Inc. Saginaw, MI	$29,043.00
Elite Coatings LLC Morrice, MI	$33,710.00
O'Connor's Carpet One Saginaw, MI	$46,880.25

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Community Public Safety – Police, Police Building Management, Repairs & Replacements, Account No. 101-303.00-974.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 5.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Duty Pistols and Accessories Purchase

Prepared By: Brian Rowell, Administrative Professional

Manager's Recommendation:

Approve the purchase with CMP Distributors, Inc. for $88,369 for new pistols and accessories, and the acceptance of a $24,550 trade-in credit for 85 pistols currently in use by the Police Department. The trade-in credit results in a total purchase cost of $63,819. Further, approve a budget adjustment to recognize these funds.

Justification:

On March 24, 2026, one qualified vendor submitted a bid in response to the City's request for bids for new pistols and accessories. CMP Distributors, Inc., from Lansing, MI, provided the lone comprehensive bid package. This purchase will modernize the Police Department's aging pistol arsenal. This purchase will be made by utilizing funds from the Rutledge Donation Fund.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

A budget adjustment will be completed to increase the General Fund, Community Public Safety – Police, Police Building Management Division, Capital Outlay Less Than $5,000, Account No. 101-303.00-971.000 by $63,819.00 for the purchase of the new pistols and accessories. To offset the increase in expenditures will be the same increase to the General Fund Revenues, Use of Fund Equity Account No. 101-000.00-969.000.

Funds will be budgeted in the General Fund, Community Public Safety - Police, Police Building Management, Less Than $5,000, Account No. 101-303.00-971.000-PD-RUT.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 6.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Concrete Driveway Replacement -Fire Station No. 4

Prepared By: Brandon Hausbeck, Fire Chief

Manager's Recommendation:

Approve the purchase with Wobig Construction Co., Inc. for $55,100 for the replacement of the front driveway at Station No. 4 for the Fire Department.

Justification:

On March 17, 2026, the City received a sole bid for replacement of the concrete driveway at Fire Station No. 4. The driveway provides egress from the fire station for fire apparatus during emergency responses and is suffering from severe settling and cracking due to exceeding its expected useful life. The settling has resulted in a significant gap between the station floor and the driveway, which puts added stress on the fire engine’s suspension system.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing,” of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Community Public Safety - Fire, Fire Operations Division, Repairs and Replacements Account No. 101-344.01-974.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 7.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Purchase and Development Agreement for former Civitan Building

Prepared By: Cassandra (Cassi) Zimmerman, Director of Planning & Economic Development

Manager's Recommendation:

Approve the Purchase and Development Agreement with The Seals Group, LLC for 504 Carroll Street and 445 N. Roosevelt Austin Avenue.

Justification:

The property was owned by the City of Saginaw from 1975 to 2018. It was open for recreational activities until 2003, when the building closed due to budget cuts. In 2005, Saginaw leaders leased the building to a church, Faith Life Center, which reopened the facility for youth sports for two years. Then, First Ward used the building for organized activities. Various activities kept the recreation center alive until the early 2010s, including an annual food and supplies giveaway by LaMarr Woodley provided for Saginaw families around the Thanksgiving holiday. The City sold the facility for $1 in 2018 to the LaMarr Woodley Foundation. Officials announced plans to reopen the property as a community center, but that initiative fell through, and it was sold back to the City in 2020.

On February 6, 2023, City Council approved the property to be placed out to bid as there were multiple interested parties at the time. The property was placed out for bid from March 6, 2023, through June 20, 2023; however, no qualified bids were received.

City staff have continued to market the property and work with those interested in securing a qualified developer for the project. The Seals Group LLC is a limited liability company providing guidance to the youth using sports as a tie-in to safe and healthy living. The company has provided the necessary information to demonstrate wherewithal to complete a project that will provide community benefit to the surrounding neighborhood and city as a whole.

The Seals Group, LLC will acquire the property for the purchase price of $1.00. Purchaser shall have a due diligence period of up to ninety (90) days during which it will be determined if the purchaser will terminate the agreement or close on the property. Following closing, the purchaser will have three (3) years to complete environmental remediation, structural, utility, parking, and other necessary repairs and upgrades to develop the property for public, educational, and commercial use.

This is the negotiated purchase of unique real estate and is not subject to the standard requirement of competitive bidding, pursuant to section 14.27 “Sole Source”, of “Purchasing, Contracting, and Selling Procedure”, of Chapter 14, “Finance and Purchasing”, of Title 1, “General Provisions” of the Saginaw Code of Ordinances O-1.

The agreement has been approved by the City Manager as to substance and the City Attorney as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. Civitan Purchase and Development Agmt 3.20.26

PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT ("Agreement") is made effective as of _____, 2026, (the "Effective Date"), between the CITY OF SAGINAW, a Michigan municipal corporation, of 1315 S. Washington Avenue, Saginaw, Michigan 48601 (hereinafter "City" or "Seller"), and THE SEALS GROUP, L.L.C., a Michigan limited liability company, of 3194 Delevan Drive, Saginaw, Michigan 48603 (hereinafter "Buyer").

Recitals

A. The City is the owner of the property located in the City of Saginaw, County of Saginaw, State of Michigan, more fully described on Exhibit A (hereinafter the "Property").

B. Buyer is a limited liability company providing guidance to youth using sports as a tie-in to safe and healthy living.

C. Buyer desires to purchase the Property from Seller for improvements at the Property, remediation of environmental conditions at the Property (if any), and subsequent development of the Property for public, educational, and commercial use.

D. Seller desires to sell the Property to Buyer upon Buyer's promise to improve and develop the Property as set forth herein.

E. Recognizing the mutual benefits that will accrue to each other by entering into this Agreement, Seller and Buyer wish to enter into an agreement as more fully set forth below.

Agreement

The Recitals set forth above, and Exhibits referenced herein and attached hereto, are incorporated into this Agreement by reference.

For One Dollar ($1.00) to be paid by Buyer to Seller at closing, and other valuable consideration as set forth more fully below, Seller and Buyer hereby agree as follows:

1. Sale of the Property. Subject to the conditions to closing set forth in Sections 2 and 3 below, Seller shall sell the Property to Buyer by municipal covenant deed.

2. Title/Survey Review. Within fifteen (15) days of the Effective Date, Buyer shall obtain a title insurance commitment for the Property at Buyer's expense. Within thirty (30) days of the Effective Date, Buyer may obtain a survey for the Property at Buyer's expense. If the title insurance commitment shows any exceptions to title which are not acceptable to Buyer, Buyer shall notify Seller in writing of Buyer's objections within ten (10) days following Buyer's receipt of the title insurance commitment (together with copies of all documents referenced therein). If the survey shows any conditions which are not

acceptable to Buyer, Buyer shall notify Seller in writing of Buyer's objections within ten (10) days following Buyer's receipt of the survey (together with a copy of the survey). In the event Seller is unable or refuses to cure Buyer's objections to Buyer's satisfaction within thirty (30) days following the Seller's receipt of such notice (the "Cure Period"), Buyer may take one or more of the following actions by written notice to Seller: (i) give the Seller additional time to cure such title exceptions or survey conditions to Buyer's satisfaction; (ii) waive such exceptions or conditions and proceed with the transaction; or (iii) terminate this Agreement. If Buyer fails to notify Seller in writing of its election within fifteen (15) days following expiration of the Cure Period, Buyer shall be deemed to have waived such exceptions or conditions.

3. Due Diligence Review. Buyer shall have the right to conduct a due diligence inspection of the Property as follows:

(a) The term "Due Diligence Period" shall mean the ninety (90) day period beginning with the Effective Date during which Buyer, at its sole expense, shall have the right to conduct customary real estate due diligence including environmental review and suitability of the Property for Buyer's intended use.

(b) Buyer, at Buyer's option and expense, may obtain an environmental site assessment of the Property and any other environmental testing which Buyer deems reasonably necessary to evaluate potential environmental risks. If such audit or tests reveal the existence of any toxic or hazardous waste, material or substance on or under the Property, Buyer may terminate this Agreement upon written notice to Seller pursuant to subsection 3(c). Buyer shall provide a copy of all audit/testing results to Seller. Buyer may also obtain at its own expense a baseline environmental assessment ("BEA") and file the BEA with the State of Michigan. In the alternative, Buyer may elect not to terminate this Agreement and accept the Property in its "as is" environmental condition, and upon closing shall promptly take all actions necessary to remediate any environmental conditions at the Property pursuant to subsection 5(b).

(c) On or before the expiration of the Due Diligence Period, Buyer may elect to terminate this Agreement pursuant to its due diligence review for any reason as determined in its sole discretion by written notice to Seller (the "Notice of Termination"). If Buyer fails to provide the Notice of Termination within the Due Diligence Period, Buyer shall be obligated to close upon the terms stated in this Agreement, subject however to any other conditions to closing under this Agreement.

4. Closing. Subject to the conditions to closing set forth in Sections 2 and 3 above, closing shall occur at a time and place as mutually agreed by Seller and Buyer, provided however that in any case closing shall take place within one hundred and twenty (120) days of the Effective Date of this Agreement. Buyer shall pay all closing costs, fees and expenses.

5. Covenants as to Development, Improvements and Ownership. After closing, Buyer's continued ownership and use of the Property is expressly conditioned upon Buyer's performance of the following covenants:

(a) After closing, Buyer shall diligently proceed with and complete the following improvements at the Property:

(i) Phase One shall include the making of all necessary environmental and other assessments and securing of funds necessary for the remainder of the project.

(ii) Phase Two shall include the abatement of any environmental contaminants, structural repairs, and improvements to plumbing elements necessary to render the building usable again.

(iii) Phase Three shall include improvements to building security, general construction, parking improvements, and any necessary upgrades to the mechanical and electrical systems.

(iv) Phase Four shall include installation of furniture and final fixtures and the provision of programming.

(v) Completion of construction – Subject only to *force majeure* events, Buyer shall make all of the above-referenced improvements, complete construction and obtain an occupancy permit for any buildings from the City within three (3) years of the closing date.

(b) After closing, Buyer shall diligently proceed with and complete remediation of environmental conditions at the Property (if necessary) within eighteen (18) months of the closing date. Such remediation shall include all actions necessary so that the Property complies with all federal, state and local laws, rules, regulations or ordinances dealing with toxic or hazardous waste, materials or substances.

(c) Such improvements and environmental remediation (under subsections 5(a) and (b) above) shall be completed in compliance with all applicable zoning, building and other pertinent codes, ordinances or laws. Buyer shall cause any builder or contractor hired by Buyer to diligently proceed with improvements and environmental remediation (if necessary) in a good and workmanlike manner.

(d) Buyer shall not sell, lease or otherwise transfer ownership or any interest in the Property, use or possession of the Property to a third party, unless approval is

expressly granted by Seller, for a period of five (5) years after the closing date except for commercial leases in the ordinary course of Buyer's business of owning and operating the Property.

6. Reconveyance. In the event that Buyer violates its covenants under subsections 5 (a), (b), (c), or (d), Buyer shall reconvey the Property to Seller by warranty deed free and clear of any liens, mortgages, charges, claims or encumbrances. The closing of such reconveyance shall occur within thirty (30) days following written notice from Seller to Buyer requiring such reconveyance. Buyer shall pay all transfer taxes or other sums or closing costs due as a result of such reconveyance, including a title insurance policy confirming good and clear title to the Property with Seller as the named insured.

   The municipal covenant deed provided by Seller to Buyer at closing shall specifically reference Seller's reconveyance rights under this Agreement.

7. "As Is" Conveyance. Upon Seller's conveyance of the Property to Buyer at closing, Buyer acknowledges it will accept the Property "as is," without representation or warranty of any type by Seller.

8. Indemnification/Insurance.

   (a) Buyer agrees to indemnify, defend and hold harmless the City of Saginaw, and its officers, directors, employees and agents, from and against any liability, loss, damage, cost or expense (including attorney fees), based on any claim, demand, suit or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Buyer's ownership, possession, use or development of the Property.

   (b) Buyer shall, at its expense, insure any improvements at the Property against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Buyer shall also obtain and maintain in full force general liability and property damage insurance covering any and all claims for injuries to persons or damage to property occurring in, on or about the Property in commercially reasonable amounts. Buyer agrees to provide proof of such insurance upon request by Seller.

9. Environmental Disclaimer/Indemnification.

   (a) Buyer acknowledges and agrees that Seller has not made, does not make and expressly disclaims any warranties, representations, covenants or guaranties, either express or implied, whether arising by operation of law or otherwise, as to the environmental condition of the Property. Buyer hereby expressly releases the City of Saginaw from any and all responsibilities, liabilities, obligations and claims of Buyer, known and unknown, arising under any environmental protection laws,

common law or any other legal requirement, based in whole or in part upon the presence of hazardous materials or other environmental contamination on, at, under or emanating from the Property regardless of how caused or created.

(b) Upon the Seller's transfer of the Property to Buyer under this Agreement, Buyer agrees to indemnify, defend and hold harmless the City of Saginaw, and its officers, directors, employees and agents, from and against any liability, loss, damage, cost or expense (including attorney fees), environmental abatement, investigation, remediation and clean-up costs arising under any environmental protection laws, common law or any other legal requirement, based in whole or in part upon the presence of hazardous materials or other environmental condition on, at, under or emanating from the Property regardless of how caused or created, or when caused or created.

10. Non-discrimination in Employment and Programming. Buyer agrees to not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment or any other matter directly or indirectly related to employment on any basis which violates any federal, state or local anti-discrimination laws or regulations. Buyer agrees not to discriminate against any individual in the provision of services or programming at the Property.

11. Notices. All notices, demands, requests and protests required or permitted to be given under the provisions of this Agreement will be in writing and will be deemed to have been duly given or made if (a) delivered personally; (b) sent by a nationally recognized overnight air courier service for next business day delivery; or (c) mailed by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses (or at such other address for a party as may be specified by written notice of change of address in accordance with this section):

To the City:
City Manager's Office
1315 S. Washington Avenue
Saginaw, Michigan 48601

To The Seals Group, L.L.C.:
Attn: Eugene Seals, Jr.
3194 Delevan Drive
Saginaw, Michigan 48603

With Copy to:
City Attorney
1315 S. Washington Avenue
Saginaw, Michigan 48601

Such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) on the earlier of the date of delivery indicated on the return

receipt or three (3) business days after mailing, if sent by registered or certified mail with proof of date of deposit with the U.S. Postal Service.

12. Assignment. Neither Seller nor Buyer shall have the right to assign their right, title and interest in and to this Agreement.

13. Counterparts/Signing. This Agreement and any amendments may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. This Agreement and any amendments may be signed by facsimile or by electronic transmission (that is, e-mail) of the signed document and such facsimile or electronic transmission document with signatures shall constitute an original signed instrument.

14. General Provisions. This Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, promises, guarantees, or agreements, oral or written, express or implied between the parties hereto with respect to this Agreement. This Agreement may not be amended, changed, modified, altered, assigned or terminated without the written consent of Seller and Buyer.

The parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAGINAW

Dated: _____ By: _____
Timothy Morales, City Manager

THE SEALS GROUP, L.L.C.

Dated: _____ By: _____
Eugene Seals, Jr., Owner/Member

EXHIBIT A
CITY PROPERTY

Land located in the City of Saginaw, County of Saginaw, Michigan more particularly described as follows:

1. 504 Carroll Street, Saginaw, Michigan 48607
   ENTIRE BLK 7 ASSESSOR'S PLAT OF MAPE'S ADDN LYING N OF N LINE OF FRONTAGE RD OF I-675 EXC A PART VIZ, COMG AT E LINE OF N WARREN AVE & N LINE OF FRONTAGE RD OF I-675 RUNG TH E ALONG SAID N ST LINE 181.55 FT, TH N00°-00'-49"E 38.08 FT TO POB, TH CONTG N00°-00'-49"E 58 FT, TH N89°-59'-11"W 97.7 FT, TH N00°-00'-49"E 62.5 FT, TH S89°-59'-11"E 124.00 FT, TH S00°-00'-49"W 41 FT, TH S89°-59'-11"E 34.04 FT TO W LINE OF N WEADOCK AVE, TH S ALONG SAID W AVE LINE 79.5 FT, TH N89°-59'-11'W 60.26 FT TO POB, ALSO ENTIRE LOTS 5, 6, 7 & 8, BLK 12, ASSESSOR'S PLAT OF MAPE'S ADDN & THAT PART OF VACATED N WEADOCK AVE LYING BETWEEN SAID LOTS 7 & 8 OF BLK 7 AND LOTS 7 & 8 OF BLK 12, ALL IN ASSESSOR'S PLAT OF MAPE'S ADDN
   Tax ID No. 02-0048-00000

2. 445 N. Roosevelt Austin Avenue, Saginaw, Michigan 48607
   PART OF LOTS 3, 4, 9, 10 & 11, BLK 7, ASSESSOR'S PLAT OF MAPE'S ADDN, VIZ, COMG AT E LINE OF N WARREN AVE & N LINE OF FRONTAGE RD (I-675), RUNG TH E ALONG SAID N ST LINE 181.55 FT, TH N00°-00'-49"E 38.08 FT TO POB, CONTG TH N00°-00'-49"E 58 FT, TH N89°-59'-11"W 97.7 FT, TH N00°-00'-49"E 62.5 FT, TH S89°-59'-11"E 124.00 FT, TH S00°-00'-49"W 41 FT, TH S89°-59'-11"E 34.04 FT TO W LINE OF N WEADOCK AVE, TH S ALONG SAID W AVE LINE 79.5 FT, TH N89°-59'-11"W 60.26 FT TO POB, ALSO THAT PART OF BLK 12, ASSESSOR'S PLAT OF MAPE'S ADDN LYING N OF N LINE OF FRONTAGE RD (I-675) & S OF S LINE OF LOTS 5 & 8 OF SD BLK 12, ALSO ENTIRE VACATED N WEADOCK AVE LYING BETWEEN N LINE OF FRONTAGE RD AND A LINE RUNG FROM SE CNR OF LOT 8 OF SD BLK 7 TO A PT ON S LINE OF LOT 8 OF SD BLK 12, SD PT BEING 26 FT W (MEASURED ALONG SD S LOT LINE) FROM E LINE OF LOT 8 SD BLK 12
   Tax ID No. 02-0067-00000

Council Communication

Item Number: 8.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Donation from Covenant HealthCare for 2026 Team Up to Clean Up Event

Prepared By: Cassandra (Cassi) Zimmerman, Director of Planning & Economic Development

Manager's Recommendation:

Approve the acceptance of a donation of $1,000 from Covenant Healthcare to assist the City of Saginaw's 2026 Team Up to Clean Up event. Further, approve a budget adjustment to recognize these funds.

Justification:

The twice annual Team Up to Clean Up Events, hosted by the Inspections Division and members of City Council, are community-wide days of service where residents, neighborhood groups, and local community organizations can come together to help beautify the city.

On March 27, 2026 the City was notified that a donation was approved for $1,000 and no matching fund requirement by the City of Saginaw. These funds will be used to purchase trash bags, gloves, hats, T-shirts, food, and miscellaneous items for the event.

The City Attorney has reviewed the donation and commented that State law allows municipalities to accept any gift of real, personal or intangible personal property. MCL 123.905 states: "A municipality may receive, own, and enjoy any gift of real, personal, or intangible personal property, made by grant, devise, or bequest, or in any other manner, for public parks, grounds, cemeteries, public buildings, or other public purposes, whether made directly or in trust, subject to the conditions, limitations, and requirements provided in the grant, devise, bequest, or other instrument."

A budget adjustment will be completed to increase the General Fund Revenue, Contribution Account No. 101-000.00-674.000 in the amount of $1,000. To offset the increase in revenues will be the same increase to the General Fund, Department of Neighborhood Services, Inspections Division, Operating Services Account No. 101-371.02-805.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 9.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Donation from Saginaw Community Foundation for 2026 Team Up to Clean Up Event

Prepared By: Cassandra (Cassi) Zimmerman, Director of Planning & Economic Development

Manager's Recommendation:

Approve the acceptance of a donation of $1,000 from the Saginaw Community Foundation to assist the City of Saginaw's 2026 Team up to Clean up event. Further, approve a budget adjustment to recognize these funds.

Justification:

The twice annual Team Up to Clean Up Events, hosted by the Inspections Division and members of City Council, are community-wide days of service where residents, neighborhood groups, and local community organizations can come together to help beautify the city.

On March 26, 2026 the City was notified that a donation was approved for $1,000 and no matching fund requirement by the City of Saginaw. These funds will be used to purchase trash bags, gloves, hats, T-shirts, food, and miscellaneous items for the event.

The City Attorney has reviewed the donation and commented that State law allows municipalities to accept any gift of real, personal or intangible personal property. MCL 123.905 states: "A municipality may receive, own, and enjoy any gift of real, personal, or intangible personal property, made by grant, devise, or bequest, or in any other manner, for public parks, grounds, cemeteries, public buildings, or other public purposes, whether made directly or in trust, subject to the conditions, limitations, and requirements provided in the grant, devise, bequest, or other instrument."

A budget adjustment will be completed to increase the General Fund Revenue, Contribution Account No. 101-000.00-674.000 in the amount of $1,000. To offset the increase in revenues will be the same increase to the General Fund, Department of Neighborhood Services, Inspections Division, Operating Services Account No. 101-371.02-805.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 10.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Donation of Three Oak Trees

Prepared By: Beth London, Deputy Director of Public Services

Manager's Recommendation:

Approve the acceptance of a donation of three oak trees with a value of $318.50 from the Saginaw Branch, Women's National Farm and Garden 100th Anniversary Committee for the Public Services Department, Parks and Facilities Division.

Justification:

The Saginaw Branch of the Women's National Farm and Garden 100th Anniversary Committee has offered to donate one Quercus alba (White oak), one Quercus macrocarpa (Bur oak), and one Quercus rubra (Red oak) to be planted at the Cushway House on April 18, 2026. These species of trees are historically consistent with the age of the Cushway House, and the Saginaw Branch of the Women's Farm and Garden Organization wants to plant the three oak trees to commemorate the organization's 100th anniversary. The City will assist with planting the trees. The Saginaw Branch of the Women's National Farm and Garden 100th Anniversary Committee will stake, mulch, and water the trees.

The City Attorney has reviewed the donation and commented that State law allows municipalities to accept any gift of real, personal or intangible personal property. MCL 123.905 states: "A municipality may receive, own, and enjoy any gift of real, personal, or intangible personal property, made by grant, devise, or bequest, or in any other manner, for public parks, grounds, cemeteries, public buildings, or other public purposes, whether made directly or in trust, subject to the conditions, limitations, and requirements provided in the grant, devise, bequest, or other instrument."

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 11.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Increase Blanket Purchase Order – LaFontaine Ford

Prepared By: Alex Niedecken, Motor Pool Administrator

Manager's Recommendation:

Approve to increase the blanket purchase order with LaFontaine Ford of Birch Run by $5,000, for a new total of $20,000, for vehicle repair services for the Public Services Department, Motor Pool Division.

Justification:

In FY 2026, the purchase order listed below was issued to LaFontaine Ford of Birch Run for $15,000.00. To date, $6,164.91 has been expended, leaving a remaining balance of $8,835.09, with two pending invoices totaling $8,569.72. The City's Municipal Garage relies on this vendor for services on various vehicles, particularly light-duty units such as police vehicles.

LaFontaine is a primary service provider for all Ford-related vehicles and helps maintain consistency in repairs across most police department units. They are a credible asset, as they are willing to pick up and deliver vehicles free of charge. With the majority of police units now out of warranty, the demand for their repair services has increased.

PO Number	Vendor	Current Amount	Recommended Increase	New Total
523489	LaFontaine Ford of Birch Run	$15,000	$5,000	$20,000

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Motor Pool Operation Fund, Garage Operations Division, Motor Vehicle Repairs Account No. 661-272.03-931.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 12.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Maintenance and Service Yard Lighting Replacement

Prepared By: Anthony Folino, Public Services Department

Manager's Recommendation:

Approve the purchase with Graybar Electric Co. Inc. for $5,954 for LED lighting fixtures for the Public Services Department, Maintenance and Service Division.

Justification:

High Pressure Sodium light fixtures have been used for the outdoor ground lighting at the Maintenance and Service Division for over a decade. Over the years from general wear several units have begun to fail. We will be replacing 36 security lighting fixtures. Replacing these aging fixtures is necessary to maintain safe and efficient round-the-clock operations and to enhance the security of the facility.

The lighting units will be procured using MDOT Contract #MA0000000463, which provides pre-established pricing in accordance with MDOT purchasing rules and therefore eliminates the need for a separate bidding process. All labor associated with installation will be performed by City of Saginaw Traffic Engineering Division.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operation and Maintenance Fund, Surplus Division, Engineering Services Account No. 591-546.01-802.000 $2,976.93, and in the Sewer Operations and Maintenance Fund, Surplus Division, Engineering Services Account No. 590-546.02-802.000, $2,976.92

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 13.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Office Furniture Purchase, Maintenance and Service Division

Prepared By: Anthony Folino, Public Services Department

Manager's Recommendation:

Approve the purchase with Pinnacle Design for $23,299.95 for the professional services associated with the purchase and renovation of the Superintendent’s office for the Public Services Department, Maintenance and Service Division.

Justification:

On March 23, 2026, Pinnacle Design provided a quote for painting, carpet, and new office furniture for the renovation of the Maintenance and Service Division’s Superintendent’s office. The current office furniture is over 30 years old and needs replacement.

Pinnacle Design has provided a design plan that includes the construction and design oversight to reconfigure this workspace. This new design will better utilize the office workspace and upgrade storage for record keeping. The renovation includes new desks, storage cabinets, and chairs for the office space. It also includes painting and new carpeting for the office space.

Pinnacle Design and the City of Saginaw are participants in OMNIA Partners, formerly known as US Communities Contracts, which is a program by which products and services are bid to vendors on a national basis. Pinnacle Design is the local dealer for the furniture manufacturer.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing,” of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operations and Maintenance Fund, Maintenance and Service Division, Office Equipment Account No. 591-541.01-981.000 $11,649.97 and the Sewer Operations and Maintenance Fund, Maintenance and Service Division, Office Equipment Account No. 590-541.02-981.000 $11,649.98.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 14.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: 2026 Sidewalk Project (C-1719)

Prepared By: Travis Hare, City Engineer

Manager's Recommendation:

Approve the contract with Lois Kay Contracting for $71,268 for the 2026 Sidewalk Project for the Public Services Department, Engineering Division.

Justification:

On March 17, 2026, the City received six qualified bids for the 2026 Sidewalk Project. The 2026 Sidewalk Project includes the removal and replacement of public sidewalk located in the right-of-way. The 23 locations included in the project were derived from a list of the City's outstanding sidewalk complaints. All locations have been inspected by the City and made safe where necessary. The following is a tabulation of the bids received:

Vendor	Cost
Lois Kay Contracting Saginaw, MI (out-city)	$71,267.50
Wobig Construction Co., Inc. Saginaw, MI (in-city)	$79,997.00
BKJ Construction Howell, MI	$97,801.00
Agnew Construction LLC Saginaw, MI (out-city)	$99,513.00
Mike's Landscaping Davison, MI	$100,000.00
Martha Brown Custom Builders LLC Saginaw, MI (in-city)	$120,100.00

Per Chapter 96: Streets and Sidewalk: §96.001, of Saginaw's Code of Ordinance, property owners are responsible for keeping sidewalk in a permanent safe state of repair. All property owners have been informed by letter of the Code of Ordinance violation and given ample time to complete the sidewalk repairs. The letter also informed the property owners that the cost of the sidewalk repair is their responsibility and will be billed to them when the project is completed. If not paid, the cost will be charged against the property as a Single Lot Assessment per §33.26.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Department of Public Services, Engineering Division, Construction Projects Account No. 101-447.01-955.003 $35,633.75, the Major Street Fund, Streets Projects Division, Construction Projects Account No. 202-451.00-955.003 $13,540.82, and the Local Streets Fund, Streets Projects Division, Construction Projects Account No. 203-451.00-955.003 $22,092.93.

I have approved the contract as to substance and the City Attorney as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. C-1719 2026 Sidewalk Project

CITY OF SAGINAW
1315 S WASHINGTON AVE
SAGINAW MICHIGAN 48601

C-1719
2026 Sidewalk Project

BID OPENING
TUESDAY, MARCH 17, 2026
3:00 PM

TABLE OF CONTENTS
C-1719
2026 Sidewalk Project

SEALED BID INSTRUCTIONS 1

GENERAL INFORMATION 2

GENERAL INSTRUCTIONS TO BIDDERS 4

DIVISION 1: GENERAL CONDITIONS – CITY OF SAGINAW 11

NOTICE TO BIDDERS – CONSULTANTS/ INSURANCE/BONDS 32

NOTICE TO BIDDERS – IRAN SANCTIONS 36

NOTICE TO BIDDERS – PREFERENCE TO LOCAL BIDDERS 37

NOTICE INVITING SEALED BIDS 38

BID FORM 39

COPY OF CONTRACT 44

SCOPE OF WORK 47

PROGRESS CLAUSE 48

TECHNICAL SPECIFICATIONS 50

UTILITY COORDINATION 51

LIQUIDATED DAMAGES 52

SIDEWALK, REM, MODIFIED 53

SIDEWALK GRADING, MODIFIED 54

SIDEWALK CONSTRUCTION DETAIL 55

CONCRETE SIDEWALK 56

MAINTAINING TRAFFIC 58

TURF ESTABLISHMENT, PERFORMANCE 82

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

SEALED BID INSTRUCTIONS

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

1. Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address, and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum is issued by the City, it must be signed, dated, and returned with bid.
7. An **original** bid bond, bank money order, certified check, or cashier's check in the amount of five percent (5%) of the total amount bid must be submitted with any bid in excess of $100,000. The AIA Document A310 – 2010 bid bond is the preferred format. If the agreement is for multiple years, each year should be combined to get your total cost. **Facsimiles or copies of bid bond will not be accepted, and bid will be disqualified if submitted.**
8. All erasures or corrections to pricing information must be initialed in ink.
9. If this is a Davis-Bacon Prevailing Wage Project, it will include a wage decision and Division 2. The City of Saginaw does not have a Prevailing Wage ordinance.
10. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct, and the bid will be recalculated to determine the amount bid. All addition errors will be corrected, and the total bid will be adjusted to reflect the corrections.
11. All bids must be in the City Purchasing Office, 1315 S. Washington Ave. Saginaw, MI 48601 by the date and time specified on bid forms. The Purchasing Office is located at Saginaw City Hall in room #105.
12. Each bidder's envelope, FED EX box/letter, UPS box/letter, or any other method of sealed delivery must have the bid number or contract number on the outside of the container. **UNMARKED BIDS WILL BE DISQUALIFIED.**
13. EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH **SEALED BID AND THE BID NUMBER** MARKED ON THE FRONT. A COPY OF THE ORIGINAL BID MUST ALSO BE INCLUDED IN THE BID.

RIGHT OF CITY TO ACCEPT OR REJECT BIDS

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES WHICH DO NOT MATERIALLY AFFECT THE BID DOCUMENT OR OTHERWISE CONFLICT WITH STATUTE OR ORDINANCE. ANY REJECTION OF BIDS SHALL BE MADE ONLY IF THERE IS A SOUND DOCUMENTED REASON FOR SAME.

REV 9-2021

GENERAL INFORMATION

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

CITY OF SAGINAW PURCHASING OFFICE – ROOM #105
1315 S. WASHINGTON AVENUE, SAGINAW, MICHIGAN 48601

SEALED BID DOCUMENTS

EFFECTIVE IMMEDIATELY: All interested bidders may obtain bid document forms, proposal instructions, general specifications, and bid results from the City of Saginaw website **(www.saginaw-mi.com).**

NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL

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

ALTERATION OF BID BY BIDDER

After bids have been opened, the bidder will not be allowed to withdraw, modify or correct any bid. Substitutions and alternates: If a document is issued with the language "No Substitutions, then none will be considered. If a document does not include this language the respective bidder can include a substitution and/or alternate of which the Cit reserves the right to determine equivalent.

EVIDENCE OF BIDDER'S QUALIFICATIONS

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

FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS

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

CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED

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

CITY INCOME TAX COMPLIANCE

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

WITHHOLDING FROM PAYMENTS

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

CONTRACT COMPLIANCE ORDINANCE

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

BID FORMS

A copy of the original bid form is to be enclosed in the bid envelope (original plus a complete copy). "All or None" means bidders are required to submit pricing for all years and/or all items requested. Any proposal received that does not meet this requirement will be disqualified. If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit. If you receive a bid copy from our website and have never conducted business with us you can also complete a copy of the "Vender Compliance From" are return it to us or contact our Purchasing Office so you can be formally added to the respective bidder list for that good or service. (989) 759-1430.

BID RESULTS

A bid tabulation sheet showing the initial results will be posted on our website within 48 hours of the bid opening date. Once the respective department reviews the bids, they will make a recommendation on who our City Council should award the bid to. At that time, the recommendation will also be posted on the tabulation sheet as a secondary notice.

INSTRUCTIONS AS PART OF CONTRACT

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

GENERAL INSTRUCTION TO BIDDERS

1. INTENT

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

2. INTERPRETATIONS OR ADDENDA

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

3. INSPECTION OF SITE

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

4. BIDS ON MORE THAN ONE CONTRACT

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

5. DEFINITIONS

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

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

6. CORRECTIONS

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

7. COLLUSIVE AGREEMENT (SEE PROPOSAL)

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

8. STATEMENT OF BIDDER'S QUALIFICATIONS

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

9. ALTERNATIVE BIDS

No alternative bids will be considered unless specifically requested.

10. BIDS

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

b. Bid documents, which are mailed shall include the bid, the bid guaranty (when required), the non-collusion affidavit, and the statement of bidder's qualification (if requested) and shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled "Sealed

Bid", (outer envelope properly addressed to "City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan 48601") project name and number, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. All proposals must be either filled out in ink or typewritten; typewritten is preferred. Bids to include a copy along with the original.

c. The City of Saginaw may consider as irregular any bid on which there is an alteration of the bid form hereto attached and at its option may reject the same.

d. If the contract is awarded, it will be awarded by the City of Saginaw to a responsible bidder on the basis of the bid most favorable to the City of Saginaw. The contract will require the completion of work according to the contract documents. Transfer of contract or of interests in contract are prohibited unless approved by the proper City agency.

e. Each bidder shall include in his bid the following information:

I. Bidder Name
II. Address
III. City, State, Zip Code
IV. Telephone Number
V. E-mail
VI. Status

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

a. Bids of $100,000 or more must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the total contract cost of construction including all overhead items. The bid bond shall be secured by a guaranty, or a surety company listed in the latest issue of U.S. Treasury Circular 570 and authorized to transact surety business in the State of Michigan. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. At the option of the bidder, the guaranty may be a certified check, cashier's check, bank money order or a bid bond in the amount specified. The AIA document A310 – 2010 bid bond is the preferred format. No bid will be considered unless it is accompanied by the required guaranty. The certified check, cashier's check, bank money order or a bid bond must be payable to the order of the City of Saginaw. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, as required by the contract documents.

b. Revised bids submitted before the opening of bids, representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly, otherwise the bid will not be considered.

c. Certified checks or cashier's check, bid bonds, and bank money orders of unsuccessful bidders, will be returned as soon as practicable after award of a contract.

c

12. UNIT PRICE BIDS

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

13. PUBLIC ACT 524 OF 1980 (When Applicable)

Sec.2 (1) 1980 P.A. 524 states as follows:

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

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

14. TIME FOR RECEIVING BIDS

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

15. OPENING OF BIDS

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

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16. WITHDRAWAL OF BIDS

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

17. AWARD OF CONTRACTS: REJECTION OF BIDS

a. The contract will be awarded to the lowest responsible bidder complying with the conditions of the SEALED BID INFORMATION, provided such bid is reasonable and it is to the interest of the City of Saginaw to accept it. The City of Saginaw, however, reserves the right to accept or reject any and all bids or parts thereof, and to waive any irregularities in a bid except those specific any mentioned in the "Sealed Bid Instructions".

b. The City of Saginaw reserves the right to consider as unqualified to perform the contract, any bidder who does not habitually perform with his own forces, the major portions of the work involved.

c. On contracts of $50,000 or more, the bidder to whom the Purchasing Committee recommends for award will be required to provide bonds prior to award as outlined in Division 1, Section 121.

18. CONSTRUCTION SCHEDULE

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

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

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

e

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

19. SUBCONTRACTS

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

20. PRE-CONSTRUCTION MEETING

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

21. PURCHASING ORDINANCE

The Purchasing Ordinance of the City of Saginaw, §14.30-14.45, applies to all contracts, sub-contractors, or purchase orders except where portions of the Ordinance may be preempted by law:

22. CONTRACT COMPLIANCE DOCUMENTATION

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

23. MICHIGAN’S ELLIOTT-LARSEN CIVIL RIGHTS ACT, PUBLIC ACT 453 of 1976, as amended

All contracts in which the City of Saginaw is a party shall contain a covenant by the Contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by law. Breach of this covenant may be regarded as a material breach of the contract.

24. MICHIGAN’S PERSONS WITH DISABILITIES CIVIL RIGHTS ACT, PUBLIC ACT 220 of 1976, as amended

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

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25. AMERICANS WITH DISABILITIES ACT (ADA) of 1990, as amended

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

26. CIVIL RIGHTS ACT OF 1964, as amended

All contractors and subcontractors shall be subject to and comply with all the provisions of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, religion, sex, and national origin. A violation of the act may be regarded as a material breach of the contract.

27. GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA), as amended

All contractors and subcontractors shall be subject to and comply with all of provisions of the Genetic Information Nondiscrimination Act of 2008 which prohibits the use of genetic information in making employment decisions. A violation of the act may be regarded as a material breach of the contract.

Table of Contents

Division 1 – General Conditions		Page
101.	Definitions	2
102.	Application of Conditions	2
103.	Subcontracts	3
104.	Assignment of Contract	3
105.	Responsibilities of Contractor	3
106.	City Engineer's Power	4
107.	Contracts for Other Work	4
108.	Progress	5
109.	Contractor's Employees	5
110.	Drawings	5
111.	Changes in the Work	6
112.	Right of City to Take Over Contract	7
113.	Extension of Time	8
114.	Liquidated Damages	9
115.	Disputes	9
116.	Service of Notice	10
117.	Qualifications of Contractor	10
118.	Indemnity	10
119.	Insurance	10
120.	Patents, Royalties, Trademarks, Etc.	10
121.	Performance Bonds and Payment Bond	10
122.	Facilities and Notices for Inspection	11
123.	Materials and Workmanship	12
124.	Samples, Certificates and Tests	12
125.	Permits and Codes	13
126.	Care of Work	14
127.	Review by the City of Saginaw	14
128.	Sanitary Facilities	15
129.	Water	15
130.	Stoppage of Work and Crossings	15
131.	Privileges of Contractors in the Street	15
132.	Excavations under Railroads	16
133.	Barricades and Traffic Controls	16
134.	Grade Stakes	17
135.	Street Monuments	17
136.	Sunday and Night Work	17
137.	Test Borings, Test Holes or Test Pits	17
138.	Cleaning Up	17
139.	Correcting Work	17
140.	Accident Prevention	18
141.	Request for Supplementary Information	18
142.	Warranty of Title	18

Division I
General Conditions

143. Fair Employment Practices 19
144. Acceptance 20
145. Guarantee 20
146. Michigan Sales & Use Tax 20
147. Final Inspection 20

101. Definitions

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

a. The term "Contract" is defined as the Contract executed by the City of Saginaw and the Contractor, of which these General Conditions, Specifications and Divisions are incorporated into by reference.

b. The term "Contractor" is defined as the person(s), firm, partnership, company, sole proprietorship, or corporation entering into the Contract with the City of Saginaw to construct and install the improvements, or otherwise undertake the activities, embraced in this Contract.

c. The term "City Engineer" is defined as the City Engineer of the City of Saginaw acting personally or, in the absence of the City Engineer, through their designee.

d. The term "Engineer" is defined as the City engineer acting directly or indirectly through their authorized representatives acting within the limits of the respective authority delegated to them. Any determination, directions, or approval of such authorized representatives shall be subject to review by the City Engineer.

e. The term "Contract Documents" is defined as and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, Specifications, Divisions, Special Conditions, Technical Specifications and Drawings

f. The term "Technical Specifications" is defined as that part of the Contract Documents which describes, outlines, and stipulates the quality of the materials to be furnished; the quality of the workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

g. The term "Addendum" or "Addenda" is defined as any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City of Saginaw to prospective Bidders prior to the time of receiving Bids.

102. Application of Conditions

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

Division I
General Conditions

103. Subcontracts

The Contractor shall, as soon as practicable after signing the Contracts, but in any event prior to the performance of any work by any subcontractor, notify the City in writing of the names of subcontractors proposed for the work, designating the portions of work to be performed by each. The Contractor is as fully responsible to the City for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

104. Assignment of Contract

a. It is agreed that the Contractor shall not assign or transfer this Contract, or any part of the work embraced in it, except with the written consent of the City to do so.

b. It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all the provisions of this Agreement exactly as if performed by the Contractor and the Contractor's immediate employees. No subcontracting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen the obligations and liabilities of the Contractor under this Agreement.

c. It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to the Contractor under this Agreement, or the Contractor's claim thereto, except with the written consent of the City.

105. Responsibilities of Contractor

a. The Contractor shall be held to have examined the premises and line of work and shall take the whole responsibility of the work. Should any unforeseen difficulty or obstruction be encountered in the prosecution of the same, involving a greater expenditure of money than expected at the time of bidding, the Contractor shall proceed, nevertheless, with the work, and no allowance will be made therefore.

b. It shall not be incumbent upon the City to notify the Contractor when to begin, to cease or to resume work, nor in any way to manage the work so as to release the Contractor of responsibility, or of any consequence of neglect or carelessness by the Contractor or anu subordinates.

c. The Contractor shall devote time and management/superintendence to the fulfillment of this Contract and shall keep the same under the Contractor's control.

d. The Contractor shall assume and have sole charge and possession of all work included in this contract, until the termination thereof, unless otherwise specified in this contract, and shall be solely liable for all damages to persons or property occasioned in any way by the

Division I
General Conditions

Contractor's acts or omissions, or that of the Contractor's agents, employees, subcontractors, or any persons in and about the work embraced in this Contract.

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

106. City Engineer's Power

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

107. Contracts for Other Work

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

b. The City reserves the right to lay or relay, construct or repair any water mains, gas mains, sewers, conduits and all other pipes and any connections thereto, or to grant permits to those having franchise rights from the City to install or reinstall, construct or repair such water mains, gas mains, sewers or conduits and other pipes and connections thereto at any time, and to do such other underground work in the street or streets, easements or vacated Right of Way, along the line of work as shall be necessary, or grant permits for same, at any time prior to the completion of the foundation for the paving material within the limits of this improvement, and to that end shall have the right to suspend the work on the said improvement, or any part thereof, and the Contractor shall not interfere with

or place any obstruction in the way of any person or persons who may be engaged in doing any of the work herein specified, and shall not be entitled to damages because of such work or any delay caused thereby.

108. Progress

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

109. Contractor's Employees

a. The Contractor shall employ suitable superintendents and forepersons, who, in the absence of the Contractor, shall be present while any work is being done under this Contract, and who shall follow, without delay, all orders and instructions of the City Engineer. Any notice given to a superintendent or foreperson relative to deviation from any of the requirements of this Contract shall be equivalent to a notice to the Contractor.

b. The superintendents, forepersons, employees, mechanics, and others employed by the Contractor shall be skilled in the assignment of work given them to do. Any employee of the Contractor who uses profane or abusive language to the Engineer or any Inspector, or otherwise impedes or embarrasses him in the performance of his duties, or who obstructs the progress of the work shall upon the request of the City Engineer be immediately removed from the project/worksite and not again employed at same without the consent of the City Engineer.

c. In doing any work contemplated by this Contract, eight (8) hours shall constitute a legal day's work by any laborer or worker employed by the Contractor.

d. Residents of the City of Saginaw shall be employed upon the work of this Contract as far as possible to do so.

110. Drawings

a. These Specifications and accompanying Drawings are intended to be cooperative, and what is called for by either shall be as binding as if called for by both. Should it appear that the work hereby intended to be done, or any of the materials or matters relative thereto, are not sufficiently detailed or explained on said Drawings or in said Specifications, or should any error, discrepancy or inconsistency appear between any of the Drawings and Specifications, or between any of the several Drawings, or should any doubt or misunderstanding arise as to the meaning of said Drawings or Specifications, the City Engineer shall furnish such additional drawings, detail or explanation, and he shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Drawings and Specifications, or between several Drawings, and the decision of the City Engineer therein shall be final and conclusive.

Division I
General Conditions

Explanations received from officers and employees other than the City Engineer will be considered of no avail in a case of dispute.

b. Preference shall be given to the figured dimensions on the Drawings rather than to scale measurements. Figures, unless witnessed by lines and points, are approximate only, and shall not be taken to regulate the dimensions of the structure of improvement. The figures, when so witnessed, are intended to show the exact dimension for the construction of the structure or improvement, but the Contractor, without extra charge, shall make such slight alterations as may be necessary to make adaptable parts fit to fixed parts, leaving all complete and in proper shape when done. It shall be the duty of the Contractor to verify all dimensions given on the Drawings, and to report any error or inconsistency to the City Engineer before commencing work.

111. Changes in the Work

a. No deviation from the Drawings and Specifications shall be made in the execution of the work without the written order and approval of the City Engineer, nor shall any work in the nature of additional work, or any work not contemplated by the Specifications or Drawings, be performed, except on written order of the City Engineer, and if any extra work be proceeded with or executed by the Contractor without previous order given in writing under the hand of the City Engineer as herein provided, no compensation for the same will be allowed. Extra work shall be defined as work not contemplated in the Contract, not covered in the Drawings and Specifications, and for which no unit prices have been stipulated.

b. Should it be deemed expedient by the City Engineer, at any time previous to commencing work, or while the work is in progress, to increase or diminish the dimensions, quantities of material or work, or alter the situation or levels, or vary from the form or dimensions of any part of said work, or vary in any other way the work herein contracted for, the City Engineer shall have full power to do so and to order and direct any such increase, diminution, alteration, or extra work to be made or performed, and without in any way deviating or affecting this Contract; and the Contractor hereby waives any claim to right to damages that the Contractor may be entitled to by reason of such changes. The Contractor shall, in pursuance of such order and directions received in writing from the City Engineer, execute the work thereby ordered and directed, and the difference in expense occasioned by such increase, diminution or alteration, shall be added to or deducted from the amount payable under this Contract.

c. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein as defined in subparagraph a. of his section) when and as ordered in writing by the City Engineer, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the City Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the City Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the City Engineer.

Division I
General Conditions

The cost of extra work done under subparagraph b. of this section shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and forepersons, and the fair rental for all machinery and equipment used on the extra work for the period of such use.

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

The fair rental of all machinery and equipment shall be based upon the most recent edition of the Michigan Department of Transportation Equipment Rental Rates (Schedule C), or a similar publication approved by the City Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Job Site or Work Location shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

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

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

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

d. The City Engineer may order the Contractor to proceed with desired changes in work provided that the net value of all such changes does not increase or decrease the original total amount shown in the Contract by more than twenty percent (20%) unless mutually agreed upon in writing by the City Engineer and the Contractor and further, that "extra work" shall not increase the original Contract by more than twenty percent (20%) in accordance with the section entitled "Unit Price Bids" under "General Instructions to Bidders."

112. Right of City to Take Over Contract

If the work to be done under this Contract shall be abandoned, or if the Contractor shall become insolvent or shall assign this Contract or subcontract the work hereunder without the written consent of the City Engineer, or if at any time the City Engineer shall be convinced

that the work is unnecessarily or unreasonably delayed, or that the Contractor is not making such progress in the execution of the work as to indicate its completion within the required time, or that the conditions or agreements of the Contract are being willfully violated or executed carelessly or in bad faith, the City Engineer shall provide the Contractor with a 24-hour notice, in writing, and, after the delivery thereof to the Contractor, the City Engineer shall then have the power and right to place additional laborers and equipment on said work and supply additional material, if necessary, and do such work as deemed advisable for the completion of this Contract, and may use any materials or implements belonging to the Contractor, or the City Engineer shall have the power and right to notify the Contractor to discontinue all work, or any part thereof, under this Contract, and upon such notifications, the Contractor shall discontinue said work, or such parts thereof, as the City Engineer may designate, and the City shall thereupon have the right and power to re-let this Contract, or any part thereof, or to employ, by contract or otherwise, and in such manner and at such prices as it may determine, any person or persons, and obtain any vehicles, applications, machinery, tools, another means of construction, and to procure all proper materials which it may deem necessary to work at and to be used to complete the work herein described; also the power to use such appliances, tools, and materials and means of construction of every description as may be found upon the line of work, both such as entered into the completed work and such as are necessarily used in and about the same in the course of construction, and to procure other proper materials for the completion of the same; and it shall charge the expense of all such labor, materials, vehicles, appliances, machinery, tools and other means of construction, and all expense of inspection and engineering and all other expenses, to said Contractor, and the Contractor shall be liable to the City for the amount of the whole cost of accomplishing the object contemplated by this Contract in excess, if any, of the amount herein agreed upon, together with such other elements of damage as may have been sustained by the City by reason of said Contractor's failure to complete and perform this Contract. In determining the liability of the Contractor hereunder, the City shall not be required to obtain the lowest figures for the work of completing the contract, but all sums actually paid for such completion shall be credited to the City, together with other elements of damage above mentioned, and the certificate of the City Engineer as to the amount of such liability shall be final and conclusive.

113. Extension of Time

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

   I. Any act or omission of the City, its officer or employees;

   II. Any act of other public authorities;

Division I
General Conditions

III. Causes not reasonably foreseeable by the parties at the time of the execution of this Contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, act of God, or the public enemy, war or other national emergency making performance temporarily impossible or illegal, acts or omissions of other contractors (but not the Contractors subcontractors), strikes and labor disputes not brought on by any act or omission of the Contractor, fires, floods, epidemics, quarantine restrictions, freight embargoes, weather of unusual severity such as cyclones or tornadoes, or excessively abnormal weather such as would interfere with the work.

b. The City Engineer will make a determination, based on the ascertained facts and the terms of this Contract, if an extension of time is justified, and, if so, will extend the time for completing the work for a period commensurate with the period of excusable delay. The determination made by the City Engineer shall be binding and conclusive on the Contractor.

114. Liquidated Damages

In the event of delay in the completion of the entire work beyond the period herein prescribed or beyond the period to which such time may be extended by the City, the City of Saginaw shall be paid the sum that is listed on the "Special Provision For Liquidated Damages." for each and every calendar day that the time consumed in said performance and completion extends beyond the final date herein specified, and this sum will be considered liquidated damages that the City will suffer by reason of said delay and default. As indicated in Article 6 of this Contract, this provision for liquidated damages applies separately to each proposal contained in the Contract.

115. Disputes

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the City Engineer for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this subparagraph all be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City Engineer of notice thereof.

b. The Contractor shall submit in detail the claim and the proof thereof. Each decision by the City Engineer will be in writing and will be mailed to the Contractor by both regular mail, email, and/or certified mail, return receipt requested.

c. If the Contractor does not agree with any decision of the City Engineer, the Contractor shall not allow the dispute to delay the work but shall notify the City Engineer promptly

Division I
General Conditions

that the Contractor is proceeding with the work under protest and may then accept the manner in question from final release.

116. Service of Notice

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

117. Qualifications of Contractor

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

118. Indemnity

The Contractor shall, at the Contractor's own expense, protect, defend, indemnify and hold harmless the City, and its officers, employees, agents, or representatives, from and against all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, resulting from the acts, omissions, or negligence of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or subcontractors, in any way connected or otherwise related to their performance or nonperformance of this Contract.

119. Insurance

During the life of the Contract, the Contractor shall obtain and maintain the required insurance and bonds as shown on the "Notice to Bidders: Consultants – Bonds – Insurance". The Contractor shall neither be awarded this contract nor commence work under this contract until he has obtained all required documents and evidence of such has been reviewed and approved by the City of Saginaw. The insurance and bond requirements set forth herein are mandatory and not subject to negotiation.

120. Patents, Royalties, Trademarks, Etc.

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

121. Performance Bonds and Payment Bonds

a. Prior to the award and within ten (10) days after the prescribed forms are presented for

signature, the successful bidder shall execute and deliver to the City of Saginaw an Agreement in the form included in the Contract Documents in such number of copies as the City of Saginaw may require.

b. Unless otherwise specified in the notice to bidders, the contractor shall furnish a performance and a payment bond. The bonds shall be required as provided by Act 213, Public Acts 1963, as amended. Performance bonds and payment bonds shall be in an amount not less than 100 percent (100%) of the total amount of the Contract, shall be executed by a corporate surety prior to award of Contract, and shall be subject to approval by the City Manager as to substance and by the City Attorney as to form. Irrespective of the provisions of Article 2 of this Contract, the Contractor shall not commence work hereunder until policies of the insurance required by Section 119 of General Conditions and the bonds required by this section shall have been furnished and approved by the City. Upon failure of the Contractor to furnish said insurance policies or bonds within ten (10) days prior to the award of the Contract by the Council, all of the Contractor's rights to the award of the Contract shall terminate unless the time for furnishing any of said instruments shall have been extended by the City Engineer; such extension shall be for good cause shown by the Contractor. Such termination shall not relieve the Contractor of his liability under his bid bond, and failure to provide the necessary surety bonds and insurance policies shall be treated as the failure of the Contractor to enter into the Contract pursuant to the Contractor's bid.

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

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

122. Facilities and Notices for Inspection

The City Engineer and duly authorized inspectors shall at all times have the right to enter the premises upon which said work is being done, or upon which material is manufactured, prepared or stored, for work under this Contract, and to inspect said work and materials, and to ascertain whether or not the construction is carried out in accordance with this Contract; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection. When any work or material is being executed or prepared away from the line of work, the City Engineer shall be notified in reasonable time

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

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

123. Materials and Workmanship

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as “equal to” any particular standard, the City Engineer shall decide the question of equality.

b. The Contractor shall furnish to the City Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment which the Contractor contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which the Contractor proposes to incorporate in the work (see paragraph 124: “Samples Certificates and Tests”, of Division 1, General Conditions).

c. Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall bear the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Notice Inviting Sealed Proposals, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

e. When any material has been furnished by the City, the Contractor, or the Contractor’s authorized agent, shall sign a receipt therefore, stating that the material has been received in good condition; and, after receiving such material, the Contractor shall be responsible for the material and shall protect it from the weather and from all other causes which might damage the same, in order to keep the material in as good condition as when it was received. All material broken, damaged or stolen when in the care of the Contractor shall be charged against the Contractor and the value thereof deducted from any monies that may become due the Contractor. All materials furnished by the City shall be loaded and hauled from locations as directed by the City Engineer or Employee.

124. Samples, Certificates and Tests

Division I
General Conditions

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

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

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

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

   I. The Contractor shall furnish, without extra cost, all samples required for testing purposes; furnishing shall include packing and delivery charges, except for those samples taken on the project by the Engineer;

   II. The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements;

   III. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

   IV. The City of Saginaw will pay all other expenses.

125. Permits and Codes

The Contractor shall keep fully informed of and shall at all times observe and comply with all existing or future Federal, State, or local laws or regulations, all requirements and provisions of the Charter of the City of Saginaw, and all municipal ordinances, prohibitions, rules, and regulations in any manner affecting the conduct of the work, and shall protect and indemnify

the City against any and all claims arising from or based on any violations of such laws, Charter, ordinances, prohibitions, rules, regulations, orders, or decrees and against all violations of same by the Contractor or the Contractor's officers, employees, agents, representatives, or subcontractors.

126. Care of Work

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, or the fault or negligence of the Contractor's officers, employees, agents, representatives or subcontractors, in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Saginaw.

b. In an emergency affecting the safety of life or property on or adjoining the site, the Contractor shall act, either at the Contractor's own discretion or as instructed by the City of Saginaw, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Saginaw as provided in the section entitled "Changes in the Work", in Section 111, Division I, General Conditions. In no instance shall the Contractor be paid for such emergency work where the emergency work was necessitated by the acts or omissions of the Contractor, or its officers, employees, agents, representatives, or subcontractors.

c. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures, or any other property (except that which is to be replaced or removed) either on or adjacent to the site. The Contractor shall repair at the Contractor's own expense and in manner satisfactory to the City of Saginaw, any damage thereto caused by the Contractor's operations, or the operations of the Contractor's officers, employees, agents, representatives, or subcontractors.

d. All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc. shall be sufficiently and adequately shored and supported by timber and planking, as required per contract specifications, and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at the Contractor's own expense to the satisfaction of the City Engineer.

e. The Contractor shall at all times keep excavated areas, trenches, and holes free of water during the progress of the work. All costs for the installation and operating of pumps and other necessary equipment to keep excavated areas, trenches, and holes free of water shall be borne by the Contractor.

127. Review by the City of Saginaw

The City of Saginaw, its authorized representatives and agents, shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this

contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the City of Saginaw through its authorized representatives or agents.

128. Sanitary Facilities

The Contractor shall furnish, install, and maintain ample sanitary facilities for employees and sub-contractors. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by federal, state or local law or regulation.

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

129. Water

Water for use on improvements may be procured from the nearest hydrant. Permission to open and use hydrants and water shall, however, first be obtained from the City of Saginaw or other proper jurisdiction, subject to rules and regulations of said jurisdiction; the Contractor shall furnish all necessary piping, hose and accessories and pay all water taxes, fees, and charges incidental to the opening and closing of hydrants and the use of water. Before the allowance of the final estimates, the Contractor shall present to the City Engineer a receipt from the authorizing jurisdiction's treasurer, showing that all water taxes and charges for the use of water under this Contract have been paid.

130. Stoppage of Work and Crossings

Upon any stoppage of work, all materials are to be piled up neatly so as not to impede travel upon the sidewalks or roadway, or the use of fire hydrants, and all rubbish and surplus material shall be removed immediately thereafter from the street or avenue by the Contractor. During rainy weather, the Contractor shall lay a temporary plank crosswalk across the street from sidewalk to sidewalk, such as will provide safe and dry footing for pedestrians. When so ordered by the City Engineer, the Contractor shall lay a temporary roadway or bridge sixteen (16) feet in width across the entire intersection or excavation or trench such as will provide a safe and satisfactory roadway for vehicular travel. All the aforesaid work shall be done without cost to the City other than the price paid for excavation.

131. Privileges of Contractor in the Street

a. The Contractor may occupy the whole width of the roadway between the sidewalks or the street lines. The Contractor shall not close more than three (3) blocks at one time without permission from the City Engineer. Each block of pavement or improvement shall be finished and opened to public travel as soon as practicable after the commencement of work thereon, but the use of any portion of the pavement or improvement by the public shall not be construed as an acceptance of the work, nor shall the Contractor be entitled to any damages thereby. No more than two consecutive street intersections shall be closed to public traffic at the same time, and each alternate intersection shall be opened for traffic,

unless otherwise ordered by the City Engineer.

b. All sidewalk approaches and the crossings at street intersections shall be kept open and always made safe and passable at all times by the Contractor for both pedestrian and vehicular travel, except at such times as the Engineer may direct otherwise.

c. The Contractor shall provide and maintain a safe and satisfactory roadway across all railway tracks at such places as required. Unless authority is otherwise given, the Contractor shall complete one side of the street before closing the other side, keeping the street open for travel and the fire department as much as possible.

132. Excavations Under Railroads

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

133. Barricades and Traffic Controls

All barricades and traffic controls for the work shall be in conformance with the 2011 Michigan Manual of Uniform Traffic Control Devices (hereafter referred to as the Manual). The Contractor shall barricade or fence the work as outlined in the Manual or as directed by the Engineer.

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

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

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

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

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

owing from the final payment.

134. Grade Stakes

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

135. Street Monuments

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

136. Sunday and Night Work

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

137. Test Borings, Test Holes, or Test Pits

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

138. Cleaning Up

Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises, which the Contractor has occupied during the construction period. Before the time for the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, rubbish, and all unused materials, together with all tools and equipment. Should the Contractor fail to properly clean the premises within fourteen (14) days of completion of the work, the City of Saginaw, in its sole discretion, may exercise the right to clean same, and shall charge the costs of any such clean up against the final payment to the Contractor.

139. Correcting Work

Any unfaithful work or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected and replaced immediately on the order of the City Engineer. In case any material is rejected, it shall be immediately removed from the line of work and not again brought thereon. In case the order for removal and replacing as specified above is not promptly complied with after written notice, the City Engineer shall be at liberty to remove and replace the same with proper materials, at the expense of the Contractor, and

the cost thereof shall be deducted from the amount due the Contractor. Any failure of the City to disapprove the work or material at the time of the inspection, or at the time of any semi-monthly or other estimate, shall not relieve the Contractor of any obligations. All work or material of whatever kind, which, during the progress of construction and before its final acceptance, may become damaged from any cause and shall be removed and replaced by the Contractor with good and satisfactory work or material; the Contractor shall bear the cost of such replacement where the replacement was necessitated by the act or omission of the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors. Should it become necessary to retain any faulty or imperfect work or material which, if corrected or replaced would cause undue risk, injury or delay, a sum to be adjusted by the City Engineer, not exceeding the whole value of such work or material if the same were correct, shall be deducted from the Contract price.

140. Accident Prevention

a. The Contractor shall always exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons and property, either on or off the site, which occur as a result of the Contractor's fault or negligence, or the fault or negligence of the Contractor's officers, employees, agents, representatives or subcontractors, in connection with the execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Saginaw may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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

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

141. Requests for Supplementary Information

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

Division I
General Conditions

142. Warranty of Title

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

143. Fair Employment Practices

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by federal, state, or local law. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by federal, state, or local law. Such action shall include but not be limited to the following: employment, upgrading, demotion, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices describing the federal, state, or local law prohibiting job discrimination.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or inclusion in other class of persons protected by federal, state, or local law.

c. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under this section.

d. The Contractor will furnish all information and reports required by the City of Saginaw, and will permit the City access to any books, records, and accounts for purposes of investigation to ascertain compliance with this section.

Division I
General Conditions

e. The Contractor shall comply with the provisions of the federal Civil Rights Act of 1964, as amended, Michigan's Elliott-Larsen Civil Rights Act, P.A. 453 of 1976, as amended, and any such other nondiscrimination law as may apply to Contractor and its activities hereunder.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be immediately cancelled, terminated, or suspended by the City, in whole or in part, and the Contractor may be declared ineligible for further contracts.

g. The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract, so that such provisions will be binding upon each such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City of Saginaw may direct as a means of enforcing such provisions, including sanctions for noncompliance.

144. Acceptance

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

145. Guarantee

The Contractor shall be responsible for and must make good any defects arising or discovered in the work or material required hereunder within one (1) year from the completion and final acceptance of such work and material, except for concrete sidewalks, new or repaired, and paving between the curb and sidewalk (driveway approaches), which shall be guaranteed for a period of five (5) years from the completion and final acceptance of such work and material. No payment, final or otherwise, shall be construed to relieve the Contractor from the obligation to make good any defect arising or discovered within such period, nor as a waiver of any specific obligation which the Contractor may assume as to the durability of the work. Nothing in this section, or elsewhere in this Contract, shall be construed as a waiver or diminishment of any statute of limitations or other time period in which the City is allowed to raise a claim against the Contractor relating to the work to be performed herein.

146. Michigan Sales & Use Tax

The Contractor shall include and be deemed to have included in the 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 obtain a refund or drawback, in whole or in part, of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof, and the amount of such reduction whether as a refund or otherwise shall ensure solely to the benefit of the City of Saginaw.

147. Final Inspection

Division I
General Conditions

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

NOTICE TO BIDDERS

Consultants - Insurance - Bonds

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

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

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

REQUIRED/APPLICABLE INSURANCE – NO EXCEPTIONS

COMMERCIAL GENERAL LIABILITY (C.G.L.)

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY (O.C.P.)

UMBRELLA LIABILITY

AUTOMOBILE - WORKMAN'S COMPENSATION

REQUIRED BONDS – Over $50,000 - NO EXCEPTIONS

PAYMENT BOND – S-215-AIA-A312 (11/10), S-215-AIA-A312 (11/10) or current version is required, no substitutions allowed.

PERFORMANCE BOND - A-2100-AIA-A312 (11/10) or current version is required, no substitutions allowed.

MAINTENANCE BOND – IF REQUIRED (See Individual contract)

The City of Saginaw does not provide the required bond forms.

Additional information:

Upon failure of the Contractor to furnish said insurance policies or bonds within ten (10) days prior to the award of the Contract by the Council, all the Contractor's rights to the award of the Contract shall terminate unless the time for furnishing any of said instruments shall have been extended by the City Engineer; such extension shall only be for good cause shown by Contractor.

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

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

INSURANCES REQUIRED

INDEMNITY

The Contractor shall, at the Contractor's own expense, protect, defend, indemnify and hold harmless the City, and its officers, employees, agents, or representatives, from and against all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, resulting from the acts, omissions, or negligence of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or subcontractors, in any way connected or otherwise related to their performance or nonperformance of this Contract.

INSURANCE

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

Commercial General Liability (cgl)
Automobile
Workman's Compensation
Umbrella Liability
Owner's and Contractor's Protective Liability (ocp)
*Builder's Risk (when applicable)
*Pollution Coverage (when applicable)
*The City will specify when such coverage is applicable.

All insurers shall have at least an A- (excellent) rating by A.M. Best or acceptable to the City and be written on an occurrence basis.

Contractor agrees to name and require its subcontractors to name the City of Saginaw, its officers, employees, agents, or representatives, as additional insureds on Contractor's and its subcontractors' general liability and umbrella/excess insurance policies, with primary, non-contributory coverages, and including coverage for products-completed operations hazards and for ongoing work. The policy shall include a per project aggregate. The Additional Insured endorsement shall be as broad as ISO's (CG 20 10 11/85) or a combination of ISO's Scheduled Ongoing Operations (CG 20 10 10/01) and Scheduled Completed Operations (CG 20 37 10/01). All of Contractor's insurance policies shall contain terms waiving subrogation rights against the City of Saginaw its officers and employees. Proof of the waiver of subrogation for each insurance policy shall be by endorsement. The Contractor shall include this waiver of subrogation in contracts with its Subordinate Parties.

For General Liability and Umbrella Coverage
Contractor shall maintain, for a period of six years after completion of all Work on the project General Liability and Umbrella coverage.

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

b. All certificates of insurance issued for this contract shall contain the following information in addition to stating the type of insurance and the amount of coverage.

I. The Contract number and description of work covered by the insurance.

II. The insurance must be in a form acceptable to the City and the deductible shall not exceed $5,000.00, unless otherwise approved by the City.

III. Thirty (30) days' notice in writing of any cancellation, termination or change of condition of the policy.

c. Certificates of Insurance must be presented prior to commencing any work under this contract, as well as upon request by the City during or after the Project; however, Contractor's failure to submit the required Certificate of Insurance, or failure to have the Certificates of Insurance identify the required coverage, does not excuse Contractor from procuring the required insurance. The Contractor shall be responsible for and pay any deductibles or self-insured retention amounts. The Contractor's insurance policies shall provide for 30 days written notice to the City for cancelation or any change in coverage. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, Contractor shall supply the City with new and replacement certificate(s) of insurance as proof of renewal of said original policy showing compliance with minimum insurance requirements below.

d. Commercial General Liability and Owner's and Contractor's Protective Liability. The Contractor shall procure and shall maintain during the life of this contract Commercial General Liability, and Owner's and Contractor's Protective Liability insurance with limits of liability not less than the amounts listed on the following page.

e. Automobile Insurance: The Contractor shall procure and maintain during the life of this contract Automobile Insurance with limits of liability not less than the amounts listed on the following page.

f. Workman's Compensation: The Contractor shall procure and maintain during the life of this contract Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

g. Umbrella and/or Excess Liability: The Contractor shall procure and maintain during the life of this contract Umbrella and/or Excess Liability with limits of liability not less than the amounts listed on the following page.

h. Builder's Risk: (when applicable). The Contractor shall procure and maintain during the life of this contract Builder's Risk Insurance equal to one hundred percent of the completed value of the structures.

i. Pollution Coverage: The Contractor or the Subcontractor who actually performs the work shall carry pollution insurance in the amount of $1,000,000.00 (or such other limit as may be determined in the sole discretion of the City Engineer) where the project involves Asbestos, Environmental or Lead abatement or such other work where the City specifies that pollution insurance is necessary.

INSURANCE LIMITS

General Liability Limits	
$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury
$2,000,000	General Aggregate
$2,000,000	Products and Completed Operations Aggregate
Automobile	
$1,000,000	Each Accident
Umbrella and/or Excess Liability	
$5,000,000	Occurrence/Aggregate
Owner's and Contractor's Protective Liability	
$1,000,000	Occurrence
$2,000,000	Aggregate

The following language applies as it pertains to limits:

Should the Contractor have an insurance policy with limits of liability or coverage greater than or in addition to those required by the contract, then those higher limits of liability and coverage in the Contractor's policy shall apply.

The Contractor is responsible for USHL coverage for workers compensation if required by law.

The umbrella/excess policy can be used to meet underlying requirements and must follow form.

NOTICE TO BIDDERS

IRAN ECONOMIC SANCTIONS ACT:

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

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

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

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

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

NOTICE TO BIDDERS

§ 14.36 PREFERENCE FOR LOCAL BIDDERS.

(A) (1) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all terms of their original bid.

(2) A lowered bid by a Saginaw-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered.

(B) If such a Saginaw-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Saginaw-based business with a bid within 5% of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all other terms of their original bid.

(C) If no responsive and responsible Saginaw-based businesses within 5% of the lowest bid agree to reduce their bids, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

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

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

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

(G) Local preferences shall not be applied in cases of procurements funded, even in part, with federal dollars, unless such procurement is for architectural and engineering services. When contracting for architectural and engineering services, local preference may be a selection criterion provided its application leaves an appropriate number of qualified vendors, given the nature and size of the project, to complete the contract.

See Title 1: Administrative Code - Chapter 14: Finance and Purchasing

NOTICE INVITING SEALED BIDS

Bid/Contract Number – C-1719
C-1719 2026 Sidewalk Project
FOR THE DEPARTMENT OF PUBLIC SERVICES, ENGINEERING DIVISION, CITY OF SAGINAW, MICHIGAN. Sealed bids will be received by the City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan 48601**, until 3:00p.m., Tuesday, March 17, 2026,** and then publicly opened for the DEPARTMENT OF PUBLIC SERVICES, ENGINEERING DIVISION – C-1719 2026 Sidewalk Project

Remove and replace 4" & 6" sidewalk and furnish labor, tools, equipment, and materials as required to perform the work as specified in the contract documents.

Direct any questions to Travis Hare, City Engineer, via email at engineer@saginaw-mi.com, before 3:00p.m. on March 10th, 2026.

To access downloadable contract documents, go to the City of Saginaw's website at https://www.saginaw-mi.com/Bids.aspx. There is **no charge** for these downloadable documents. For a hard copy of the contract documents, call the City Engineer's office at 989-759-1410. The office is in the lower level of the Public Works Service Center building, 1435 S. Washington Avenue, Saginaw, Michigan 48601. There is a **$125.00 non-refundable** charge for a hard copy of the contract book and drawings with an additional charge of **$25.00** to cover the mailing. Checks must be made payable to "Treasurer, City of Saginaw" and mailed to the City Engineer, 1315 South Washington Avenue, Saginaw, Michigan 48601.

All vendors are subject to the provisions of the City's Purchasing, Contracting, and Selling Procedure Ordinance, Title I, Chapter 14, §14.30-14.45, of the Saginaw Code of Ordinances. For disability accommodation, please call 989-759-1410.

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

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

Contract amounts totaling $100,000 or more will require a certified check, cashier's check, or surety company bid bond in an amount of five percent **(5%)** of the total bid to be submitted with the bid as security for the acceptance and execution of the contract.

The successful bidder on a contract of $50,000.00 or more will be required to furnish surety company bonds as follows:
First - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw to insure the construction and completion of the entire work according to the proposal and contract.
Second - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw for the protection of the subcontractors and labor and material suppliers, according to the statute of the State of Michigan at that time in effect.

The City of Saginaw reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the Sealed Bid Instructions. Bidders are required by the City's Purchasing, Contracting, and Selling Procedure Ordinance to submit documentation concerning their current work force and past employment practices and to subscribe to a statement furnished by the City indicating compliance with the Ordinance.

Kim Jaime, Purchasing Officer

CITY OF SAGINAW, MICHIGAN
BID FORM

C-1719 2026 Sidewalk Project

To the City of Saginaw Date:_____

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

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

Prior to and contingent upon award of a contract of $50,000.00 or more, the undersigned further agrees to furnish a surety company performance bond in the sum of not less than 100 percent (100%) of the total amount of the contract company to secure the faithful performance of the Contract and, when required, a surety company labor and material bond in the sum of not less than 100 percent (100%) of the total amount of the Contract for the protection of subcontractors, labor and material suppliers, according to the laws of the State of Michigan at that time in effect. Said signed Contract, surety company bonds, and insurance shall be furnished within ten (10) days from date of notification by the Engineering Division of acceptance of the proposal submitted. The Contract cannot be fully awarded by City Council without the return of these executed documents.

In compliance with the requirements of said notice, this proposal is accompanied by an **original** bid bond, bank money order, certified check, or cashier's check in the sum of five percent (5%) of total bid to guarantee that a contract will be entered into if the above proposal is accepted, and the contract awarded to the undersigned.

52.222-21 Prohibition of Segregated Facilities.

As prescribed in 22.810(a)(1), insert the following clause:

Prohibition of *Segregated Facilities* (Apr 2015)

(a) *Definitions*. As used in this clause

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, *sexual orientation*, *gender identity*, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any *segregated facilities* at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where *segregated facilities* are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor *shall* include this clause in every subcontract and *purchase order* that is subject to the Equal Opportunity clause of this contract.

(End of clause)

Parent topic: 52.222 [Reserved]

	DESCRIPTION	APPX. QUANT.	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization, Max ($17,500.00)	1	LSUM		
2	Sidewalk, Rem, Modified	500	Syd		
3	Sidewalk Grading, Modified	500	Syd		
4	Sidewalk, Conc, 4 inch, Modified	3800	Sft		
5	Sidewalk, Conc, 6 inch, Modified	550	Sft		
6	Pedestrian Type II Barricade, Temp	20	Ea		
7	Lighted Arrow, Type C, Furn	1	Ea		
8	Lighted Arrow, Type C, Oper	1	Ea		
9	Minor Traf Devices	1	LSUM		
10	Turf Establishment, Performance	900	Syd		

TOTAL BID _____

In accordance with the provisions of "Public Act 524 of 1980".

I do hereby designate _____ (name of representative) to submit a written request for progress payment during the duration of this contract.

The Contractor shall start work as specified in the Progress Clause, or as directed by the City Engineer. In no case, shall any work commence prior to receipt of formal Notice to Proceed from the City.

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

_____ Individual

_____ Partnership

_____ Corporation

Incorporated under the laws of the State of _____

_____ Limited Liability Company

Formed under the laws of the State of _____

The undersigned does hereby agree to honor this bid until September 11, 2026.

Michigan's Iran Economic Sanctions Act:
The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified on page #39 of this document. Further information on this Act can be viewed at (http://www.state.gov/j/ct/list/c14151.htm and https://www.legislature.mi.gov/(S(qnwpjcm0uyo1f2fhz0w1mlyq))/mileg.aspx?page=GetObject&objectname=mcl-Act-517-of-2012)

_____
(Signature)

_____
(Printed name)

_____
(Title)

This sheet must be included, or the bid will be disqualified.

By submitting a response to this request for proposal, the Contractor agrees to the terms and conditions set forth herein. Any changes made to such terms and conditions by Contractor in its response may result, at the City's sole discretion, in the Contractor's disqualification.

The successful Contractor will conform to all Contract specifications and requirements which are attached and incorporated as part of this bid. The City reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the sealed bid instructions. Additionally, (if applicable) we reserve the right to add or delete any items(s) and/or service from this bid to the best benefit of The City of Saginaw.

By signature, the Contractor acknowledges that the signer below has complete authority to execute the bid on behalf of the Contractor and that the bid is genuine and not collusive in any manner; and that no other bidders were improperly induced to refrain from bidding or induced to submit a sham bid; and that the Contractor agrees to have withheld from any payment due them, any amounts owed for taxes or other charges due the City of Saginaw; and that successful bidders are subject to mandatory City of Saginaw income tax withholdings.

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

Check List

Iran Sanctions sheet Signed and included	Yes	No
Bid Form Signed and included	Yes	No
2nd Copy of Bid form included	Yes	No

Applies ONLY if an addendum(s) has been issued for this project

Addendum(s) Cover Sheet		
#1 – 1st page is signed and included	Yes	No
#2 – 1st page is signed and included	Yes	No
#3 – 1st page is signed and included	Yes	No

This sheet must be included, or the bid will be disqualified.

CONTRACT

CITY OF SAGINAW, MICHIGAN

This Contract is entered into on this _ day of _____, 2026, between **(name of contractor),** of _____ (hereinafter "Contractor"), and the City of Saginaw, 1315 S. Washington Avenue, Saginaw, Michigan 48601 (hereinafter "City"), for **(2026 Sidewalk Project), (C-1719).**

WHEREAS, Contractor, at a regular meeting of the Council of the City of Saginaw, held on April 13th 2026, was awarded the contract for furnishing the necessary labor, equipment, materials, and construction for the completion of **(2026 Sidewalk Project), (C-1719).**

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

Article 1. SUBJECT MATTER. Contractor shall furnish all the materials, except those specified to be furnished by the City, and perform all the work for **(2026 Sidewalk Project), (C-1719),** as listed on the Table of Contents, and as shown on the drawings prepared by the Department of Public Services, Engineering Division, and described in the specifications, and in accordance with the general conditions, the general instructions to bidders, the notice inviting sealed proposals and the proposal, all of which are hereby made a part of this Contract by reference as though fully set forth herein. The Contractor acknowledges Contractor has received a copy of all such documents.

Article 2. COMMENCEMENT OF WORK. The Contractor shall start work as specified in the Progress Clause**,** or as directed by the City Engineer and the work shall be carried on with due diligence, at such points and at such times and seasons, and with such force and in such manner as to secure the completion in accordance with the Progress Clause, the time of beginning, rate of progress and the time of completion being essential conditions of this Contract.

Article 3. PAYMENT. It is hereby mutually agreed that the City shall pay, and the Contractor receive, the sum of **$Numerical amount,** same being the amount named in the Contractor's proposal or bid as full compensation for labor and materials required in executing all the work contemplated in this Contract, subject to additions and deductions, as provided in the specifications.

Article 4. ESTIMATES. The City hereby agrees to make payment under the restrictions and limitations herein contained, from time to time, on account of performance of this contract, by orders drawn upon the proper fund of the City, paying NINETY PERCENT (90%) thereof on the basis of estimates made by the Department of Public Services & Engineering semi-monthly as the work progresses, and approved by the City Engineer. Said estimates shall be made in writing and shall only include work done and material in place and shall not include completed work which, in the opinion of the City Engineer, is not advisable, for the protection of the City, at that time to make payment on, and such estimates may be altogether withheld when, in the opinion of the City

Engineer, work does not progress in accordance with the provisions of this Contract; and the making and furnishing of such estimates shall not be deemed or construed as an acceptance of any part of the work under this Contract. The City Engineer may authorize the reduction of the amount so withheld so that total payment equals NINETY-FIVE PERCENT (95%) of the estimate where the City Engineer shall find that the retention of FIVE PERCENT (5%) of the estimate is sufficient to protect the City, but the total amount so retained shall not in any event be reduced to less than FIVE PERCENT (5%) of the contract price above stated.

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

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

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

A. At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the Contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the Contractor.
B. At any time after ninety-four percent (94%) of work under the Contract is in place, whether there has been an unacceptable delay by the Contractor in performance of the remaining six percent (6%) of work under the Contract. The agent shall consider the terms in the Contract and procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable improvement practices in the industry for completion of the project.

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

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

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

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

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

By their signatures below, the parties certify the persons signing on behalf of their respective party has the authority to do so. The parties hereto have executed this Contract the day and year first above written.

CONTRACTOR	**CITY OF SAGINAW**
	By:_____
	Timothy Morales
By:_____	**City Manager**
Name: _____	
Title: _____	

CITY OF SAGINAW

SCOPE OF WORK

COS: TJH MARCH 2026

C-1719 2026 SIDEWALK PROJECT:

Remove and replace 4” & 6” sidewalk at multiple locations throughout the city.

Traffic control will be the responsibility of the Contractor. All major roads listed will be closed to through traffic with posted detour if needed, while maintaining local access. 48-hour notice to the City is required for all closures. All local roads listed will be closed to through traffic with no posted detour required, while maintaining local access. Sidewalk sections must be completed and forms removed & area cleaned within 72 hours of concrete curing.

CITY OF SAGINAW

PROGRESS CLAUSE

(TJH) 1 of 2 March 2026

Start work on or after April 14th , 2026 or as directed by City Engineer. All work must be completed on or before November 14th , 2026 as shown on the Notice to Proceed, with the exception of seeding, to be completed by November 27, 2026 and turf establishment which shall be completed by May 28, 2027. In no case, shall any work commence prior to receipt of formal notice of award by the City.

Work is prohibited on City of Saginaw holidays and between the hours of 3 PM the day prior to the holiday and 7 AM the day after the holiday. Unauthorized work performed during prohibited time shall not be paid for.

2027	New Year's Day
2027	Martin Luther King Day
4/3/2026	Good Friday
5/25/2026	Memorial Day
7/4/2026	Independence Day
9/7/2026	Labor Day
11/11/2026	Veterans' Day
11/27/2026	Thanksgiving
12/24/2026	Christmas Eve
12/25/2026	Christmas Day
12/31/2026	New Year's Eve

Submit a complete, detailed, and signed MDOT Form 1130, Progress Clause. The Progress Schedule shall be submitted to the City of Saginaw five (5) days prior to the meeting.

The progress schedule submittal shall include, at a minimum, the controlling work items for the completion of the project and the planned dates or work days that these work items will be the controlling operations. All contract dates, including opened to traffic, the final project completion dates, and any other controlling dates must be included in the project schedule.

Failure by the Contractor to meet interim, final, and/or any stage completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10 of the Standard Specifications for Construction, and the special provisions included in the proposal.

After award and prior to the start of work, the Contractor must attend a pre-construction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer after submittal of MDOT Form 1130. The project Engineer will arrange the day, time, and place for the pre-construction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

CITY OF SAGINAW

PROGRESS CLAUSE

(TJH) 2 of 2 March 2026

The named subcontractor(s) for designated and/or specialty items, as shown in the proposal, is recommended to be at the pre-construction meeting if such items materially affect the work schedule.

No unnecessary stoppages in work will be allowed once work has begun at the site.

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

CITY OF SAGINAW

SPECIAL PROVISION

FOR

TECHNICAL SPECIFICATIONS

TJH **1 of 1** **MARCH 2026**

The technical specifications for this project shall be in accordance with the 2020 Standard Specifications for Construction of the Michigan Department of Transportation, hereinafter referred to as the "STANDARD SPECIFICATIONS", the latest MDOT standard road plans, and Traffic and Safety standard plans.

The placement of permanent and temporary pavement markings, and temporary signing for work zones shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, 2011 Edition.

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. City, and MDOT Special provisions
2. MDOT Supplemental specifications
3. Project plans and drawings
4. MDOT Standard plans
5. MDOT Standard specifications

NOTICE TO BIDDERS

UTILITY COORDINATION

COS: TJH 1 of 1 APRIL 2026

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05.E of the 2020 MDOT Standards Specifications for Construction.

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

UTILITY	OWNER	CONTACT PERSON
Gas/Electric	Consumers Energy Co. 2400 Weiss Street Saginaw, MI 48602	Sam Oliveri (gas) (517) 915-8819 Sam.Oliveri@cmsenergy.com Virgie Downs (electric) Cell:(989)245-6241 (989)791-5938 Virgie.Downs@cmsenergy.com Alan Lindquist (transmission) (517)788-0534
Telephone	AT&T 309 S. Washington Ave. Saginaw, MI 48607	Mike McLane C:(810) 938-3143 O:(810) 768-0109 mm6798@att.com
Sewer & Water	City of Saginaw 1701 S. Jefferson Ave. Saginaw, MI 48601	Tony Folino (989) 759-1611 tfolino@saginaw-mi.com
Traffic Signals, Signs, Street lights	City of Saginaw 1435 S. Washington Ave. Saginaw, MI 48601	Joe Nugent (989) 737-5583 jnugent@saginaw-mi.com
Cable/ Television	Charter Communications 1480 S. Valley Center Drive Bay City, MI 48706	Mark Kelly (989) 667-0611 mark.kelly@charter.com

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

CITY OF SAGINAW

SPECIAL PROVISION

FOR

LIQUIDATED DAMAGES

COS:TJH **1 OF 1** **APRIL 2026**

GENERAL REQUIREMENT

All work shall be accomplished in accordance with section 108 of the Michigan Department of Transportation 2020 Standard Specifications for Construction and as modified herein.

DESCRIPTION

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

SCHEDULE OF LIQUIDATED DAMAGES	
ORIGINAL CONTRACT AMOUNT	**LIQUIDATED DAMAGES (per calendar day)**
$ 0 to $ 100,000	$500
$ 100,000 to $ 500,000	$800
$ 500,000 to $ 1,000,000	$1000
$ 1,000,000 to $ 5,000,000	$1500
$5,000,000 to $15,000,000	$2000
Over $15,000,000	$4000

ASSESSMENT OF LIQUIDATED DAMAGES

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

CITY OF SAGINAW

SPECIAL PROVISION
FOR
SIDEWALK, REM, MODIFIED

COS/EP **1 OF 1** **January 2022**

General Requirements

This work shall be in accordance with the requirements of Section 204 of the Michigan Department of Transportation Standard Specifications for Construction, except as modified herein.

Description of Work

Sidewalk, Rem, Modified consists of the removal and disposal of existing sidewalk as specified on the plans, in the proposal, or as directed by the Engineer. Sidewalk, Rem, Modified shall be performed in accordance with the Standard Specifications, except that additional payment will not be made for removal of sidewalk greater than 6 inches in thickness regardless of depth.

Measurement and Payment

The completed work as measured for **Sidewalk, Rem, Modified** will be paid for at the contract unit price for the following item (Pay Item).

Pay Item	Pay Unit
Sidewalk, Rem, Modified…….....	Square Yard

Sidewalk, Rem, Modified will be measured by area in square yards of surface to be removed, regardless of depth of material being removed, and regardless of status or type of the underlying material and will be paid for at the contract unit price per square yard which price shall be payment in full for all labor, equipment, and materials needed to remove the sidewalk.

Payment for saw cutting will be included in **Sidewalk, Rem, Modified** and will not be paid for separately. Sawed joints shall extend substantially through the full thickness of sidewalk so a clean break is provided and the adjacent existing sidewalk to remain in place is not damaged. If adjacent sidewalk to remain is damaged as a result of the Contractor's operations, it shall be replaced as directed by the Engineer at the Contractor's expense.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
SIDEWALK GRADING, MODIFIED

COS/EP **1 of 1** **July 2023**

Description

This work shall consist of all excavation, including earth, necessary to shape the subgrade and aggregate base to the cross-sections shown on the plans for sidewalks, curbs, drive approaches, etc. within the construction limits of the project. The work shall include proper disposal of excavated materials. This work shall also include all embankment and grading necessary to shape areas behind curb and gutter, around all drives and sidewalks to allow for placement of topsoil.

Materials

Materials used for embankment shall conform to the requirements of Sections 205 and 902 of Michigan Department of Transportation 2020 Standard Specifications for Construction.

Construction Methods

This work shall conform to the requirements of Section 205 of Michigan Department of Transportation 2020 Standard Specifications for Construction for the grading, earth excavation, embankment and density except as modified herein.

Measurement and Payment

The completed work as measured for **Sidewalk Grading, Modified** will be paid for at the contract unit price for the following contract item (Pay Item).

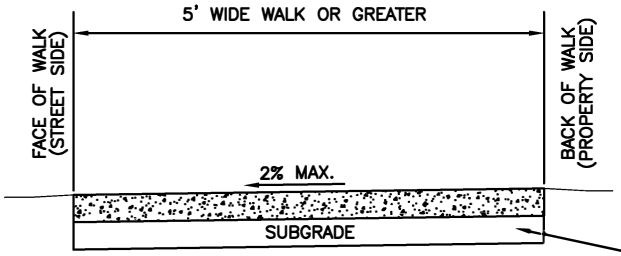
Pay Item	Pay Unit
Sidewalk Grading, Modified	Square Yard

Sidewalk Grading, Modified will be measured by square yard and depth to be as shown in the plans. Unit price shall be payment in full for all labor, equipment and materials, including embankment, excavation and disposal of excavated material needed to accomplish this work.

Approximately 100 cubic yards of earth will be excavated in front of, under, and behind the curb and gutter and sidewalk. Suitable excavated material, as determined by the engineer, may be used as fill material behind proposed curb. Approximately 30 cubic yards of embankment will be needed. Use of excavated material for fill material will be considered as included in the work of Sidewalk Grading, Modified.

SIDEWALK CONSTRUCTION DETAIL

ALL SIDEWALK AND RAMP AREAS ARE TO BE CONSTRUCTED WITH MDOT 3500 GRADE, 6 FULL STACK, CONCRETE. 3500 P.S.I. STRENGTH.

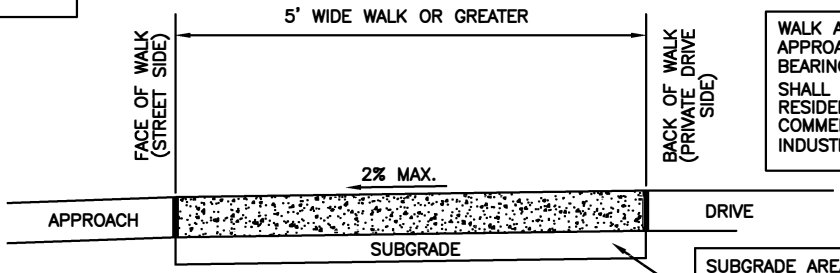


SUBGRADE AREA TO BE A CLASS II SAND MATERIAL OR 21AA AGGREGATE MATERIAL AT 4 INCH DEPTH MINIMUM TO ATTAIN FINISHED SUBGRADE ELEVATION.

FOOT TRAFFIC SIDEWALK (4")

(NON-WEIGHT BEARING)

NOTE:
ALL AREAS WHERE TREE ROOTS HAVE ALTERED THE STATE OF THE WALK AND OR RAMP SHALL HAVE SAID ROOTS REMOVED TO A DEPTH OF 4 INCHES BELOW THE FINISHED SUBGRADE OF WALK AND OR RAMP.



WALK AREA THRU EXISTING OR NEW APPROACH/VEHICLE WEIGHT BEARING AREAS
SHALL BE:
RESIDENTIAL = 6 INCHES
COMMERCIAL = 7 INCHES
INDUSTRIAL = 9 INCHES

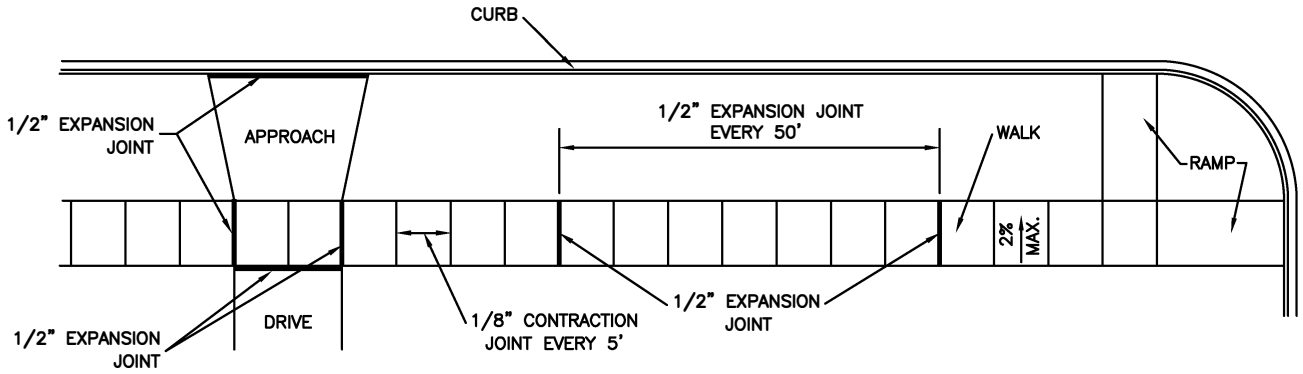
SUBGRADE AREA TO BE A CLASS II SAND MATERIAL OR 21AA AGGREGATE MATERIAL AT 4 INCH DEPTH MINIMUM TO ATTAIN FINISHED SUBGRADE ELEVATION.

VEHICLE/FOOT TRAFFIC SIDEWALK

(WEIGHT BEARING)

NOTE:

- ALL SIDEWALK AND APPROACH AREAS ARE TO BE A MDOT 3500 GRADE, 6 FULL SACK, CONCRETE WITH A 3500 P.S.I. STRENGTH.
- ALL RAMP AREAS ARE TO BE CONSTRUCTED IN ACCORDANCE TO THE MDOT STANDARD R-28-I FOR SIDEWALK RAMP AND DETECTABLE WARNING DETAIL. RAMP AREA CURB MUST BE REPLACED TO CONFORM TO SAID STANDARD. CITY OF SAGINAW CURB REPLACEMENT AND PAVEMENT SECTION REPAIRS ALSO APPLY. STANDARDS AVAILABLE UPON REQUEST FROM THE CITY OF SAGINAW ENGINEERING DIVISION.
- NO REINFORCEMENT IS ALLOWED IN THE CONCRETE WITHIN THE ROAD RIGHT OF WAY
- PRIOR TO SIDEWALK CONSTRUCTION, A SIDEWALK AND RIGHT-OF-WAY PERMIT MUST BE PURCHASED FROM THE CITY OF SAGINAW ENGINEERING DIVISION.
- CONCRETE MUST BE REPLACED 72 HOURS FROM THE TIME OF REMOVAL. NO AREAS ARE TO BE VOID OF WALK OVER THE WEEKEND.
- ALL SIDEWALK CONSTRUCTION FORMS MUST BE INSPECTED BY A REPRESENTATIVE OF THE CITY OF SAGINAW AT LEAST 24 HOURS PRIOR TO THE ORDER OF CONCRETE. INSPECTIONS ARE DONE MONDAY THRU FRIDAY FROM 7:30 A.M. TO 4:00 P.M. CALL 989-759-1410 FOR FORM INSPECTION 24 HOURS PRIOR TO ORDER OF CONCRETE.



S:\VARMAP\AUTOCAD TO BE SORTED\BLOCKS\SIDEWALK REPAIR DETAIL SHEET.DWG LAST REVISION: JULY 2018

CITY OF SAGINAW

SPECIAL PROVISION
FOR
CONCRETE SIDEWALK

COS/EP **1 of 2** **July 2023**

Description

This work shall consist of furnishing and installing sidewalk and sidewalk ramps in accordance with the Michigan Department of Transportation Standard Plans and the 2020 Standard Specifications for Construction except as modified herein.

Materials

Sidewalk, Conc, _ inch, Modified shall be constructed in accordance with Section 803 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

Materials for all concrete items shall be Concrete, Grade 3500 Six Full Sack Mix, in accordance with MDOT 2020 Standard Specifications for Construction. Cement content shall be 564 pounds per cubic yard and shall not contain any fly ash or water reducing agents.

Construction

Prior to beginning construction, the Contractor shall submit the name and plant location of the proposed concrete supplier for the project.

Prior to beginning construction, the Contractor shall submit mix designs for the concrete mixtures proposed for use on the project for the Engineer to review.

A 4” minimum sand base shall be constructed for all sidewalks compacted to 95% of maximum unit weight. Sand base shall be MDOT Class II granular material. Payment for the 4” minimum sand base shall be included in the contract unit price for all sidewalk items. The excavation of subbase material to place the sand subbase and provide the correct grade shall be included in the concrete pay items.

The concrete sidewalks marked for replacement shall be removed and disposed of by the contractor. All concrete used shall be in Grade 3500 Six Full Sack Mix and construction shall be in accordance with the 2020 Standard Specifications for Construction of the Michigan Department of Transportation.

Tree roots shall be cut away to a point four inches below the finished subgrade of sidewalks or drive approaches. The cut faces of all roots shall be protected by paint having an asphaltic compound base and formulated as a treatment for tree wounds. All holes formed by such root removal shall be

backfilled with MDOT Class II sand. The contractor will be responsible for removing all tree root materials immediately following the completion of work, and disposing of them in a legal manner. All concrete placed shall be cured using a white membrane curing compound and applied per MDOT specifications. All sidewalk replaced through driveways shall be either 6, 7 or 9 inches thick to match proposed driveway depth.

Measurement and Payment

The completed work will be paid for at the contract unit price for the following contract items (pay items):

Pay Item	Pay Unit
Sidewalk, Conc, _ inch, Modified	Square Foot

Sidewalk, Conc, _ inch, Modified of the type called for on the plans, will be measured in place by area in square foot. Payment for the 4" minimum sand base shall be included in the contract unit price for all sidewalk items. The contract unit price for sidewalk and ramp includes compensation for placement of sand base, furnishing, placing and curing concrete; furnishing and placing expansion joints; furnishing and placing backfill regardless of amount; and cleanup. All labor, equipment, and materials necessary to protect the concrete sidewalk from weather damage and/or vandalism shall be considered included in the pay items above.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

TJH/SIDEWALKS **1 OF 2** **MARCH 2021**

General Requirements

This work shall be in accordance with the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction and as herein specified. All traffic control devices and their uses shall conform to the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

The Contractor shall furnish all labor, tools, material, and equipment. The Contractor shall erect, maintain, and upon completion of the work, remove all traffic control devices and barricade lights within the project limits and around the perimeter of the project.

The Contractor shall provide 24-hour emergency contacts to the Engineer. During non-working periods, the Contractor shall have a maximum one-hour response time for addressing issues within the work zone.

The Contractor shall notify all emergency response, City, school bus garages, or other necessary agencies of estimated duration of road closure prior to closing the road.

Walks, driveways, and entrances to buildings shall not be unnecessarily blocked. A hard surface shall be maintained for delivery personnel and vehicles. Vehicular access shall be maintained to all commercial properties as directed by the Engineer. Unless otherwise specified herein, construction shall be completed in such a manner as to maintain the required entrance width for traffic at all times.

Where directed by the Engineer, the requirements for the maintenance of through traffic, as directed by the Standard Specifications, shall also apply to the maintenance of local traffic.

Protection for and protection of pedestrian traffic shall be maintained at all times.

Access for emergency vehicles shall be maintained at all times.

Locations of all temporary signing shall be approved by the Engineer prior to placement.

Specific Requirements

Any damage occurring to the subgrade from exposure to the elements will be undercut and removed and replaced at the contractor’s expense.

The Contractor will be responsible for coordinating construction activities with all local businesses, keeping them advised, in advance of any construction activities that will affect vehicular and pedestrian movements to their business.

No work shall be performed between the hours of 10:00 pm and 7:00 am in accordance with the City Ordinance. No deviations from these restrictions will be allowed unless otherwise approved by the Engineer.

Work is prohibited on City of Saginaw holidays. Unauthorized work performed during prohibited time shall not be paid for.

Changes or adjustments in the signing provided may be necessary as determined by the Engineer. Where detour or lane shifts are necessary, City of Saginaw staff will be responsible for setting up the traffic control. Contractor shall give minimum of 72-hour notice to Engineer to ensure proper traffic control setup prior to commencement of work.

Traffic shall be maintained according to the following MDOT Maintaining Traffic Typicals:

- M0020a
- M0040a
- M0231a
- M0730a
- WZD-100-a
- WZD-125-e

Measurement and Payment

The completed work as measured will be paid for at the contract unit price for the following items (Pay Item).

Pay Item	Pay Unit
Minor Traf Devices……..	Lump Sum

MINIMUM MERGING TAPER LENGTH "L" (FEET)

OFFSET FEET	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)										TAPER LENGTH "L" IN FEET
	25	**30**	**35**	**40**	45	50	55	60	65	70	
1	**10**	**15**	**20**	**27**	45	50	55	60	65	70	
2	**21**	**30**	**41**	**53**	90	100	110	120	130	140	
3	**31**	**45**	**61**	**80**	135	150	165	180	195	210	
4	**42**	**60**	**82**	**107**	180	200	220	240	260	280	
5	**52**	**75**	**102**	**133**	225	250	275	300	325	350	
6	**63**	**90**	**123**	**160**	270	300	330	360	390	420	
7	**73**	**105**	**143**	**187**	315	350	385	420	455	490	
8	**83**	**120**	**163**	**213**	360	400	440	480	520	560	
9	**94**	**135**	**184**	**240**	405	450	495	540	585	630	
10	**104**	**150**	**204**	**267**	450	500	550	600	650	700	
11	**115**	**165**	**225**	**293**	495	550	605	660	715	770	
12	**125**	**180**	**245**	**320**	540	600	660	720	780	840	
13	**135**	**195**	**266**	**347**	585	650	715	780	845	910	
14	**146**	**210**	**286**	**374**	630	700	770	840	910	980	
15	**157**	**225**	**307**	**400**	675	750	825	900	975	1050	

THE FORMULAS FOR THE MINIMUM LENGTH OF A MERGING TAPER IN DERIVING THE "L" VALUES SHOWN IN THE ABOVE TABLES ARE AS FOLLOWS:

"L" = $\frac{W \times S^2}{60}$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

"L" = S x W WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 45 MPH OR GREATER

L = MINIMUM LENGTH OF MERGING TAPER
S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA
W = WIDTH OF OFFSET

TYPES OF TAPERS	TAPER LENGTH
UPSTREAM TAPERS	
MERGING TAPER	L - MINIMUM
SHIFTING TAPER	1/2 L - MINIMUM
SHOULDER TAPER	1/3 L - MINIMUM
TWO-WAY TRAFFIC TAPER	100 ' - MAXIMUM
DOWNSTREAM TAPERS (USE IS OPTIONAL)	100 ' - MINIMUM (PER LANE)

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TABLES FOR "L", "D" AND "B" VALUES

DRAWN BY: CON:AE:djf	JUNE 2006	M0020a	SHEET 1 OF 2
CHECKED BY: BMM	PLAN DATE:		
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn	REV. 08/21/2006		

DISTANCE BETWEEN TRAFFIC CONTROL DEVICES "D" AND LENGTH OF LONGITUDINAL BUFFER SPACE ON "WHERE WORKERS PRESENT" SEQUENCES

"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
	25	30	35	40	45	50	55	60	65	70
D (FEET)	250	300	350	400	450	500	550	600	650	700

GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE "B"

SPEED* MPH	LENGTH FEET
20	33
25	50
30	83
35	132
40	181
45	230
50	279
55	329
60	411
65	476
70	542

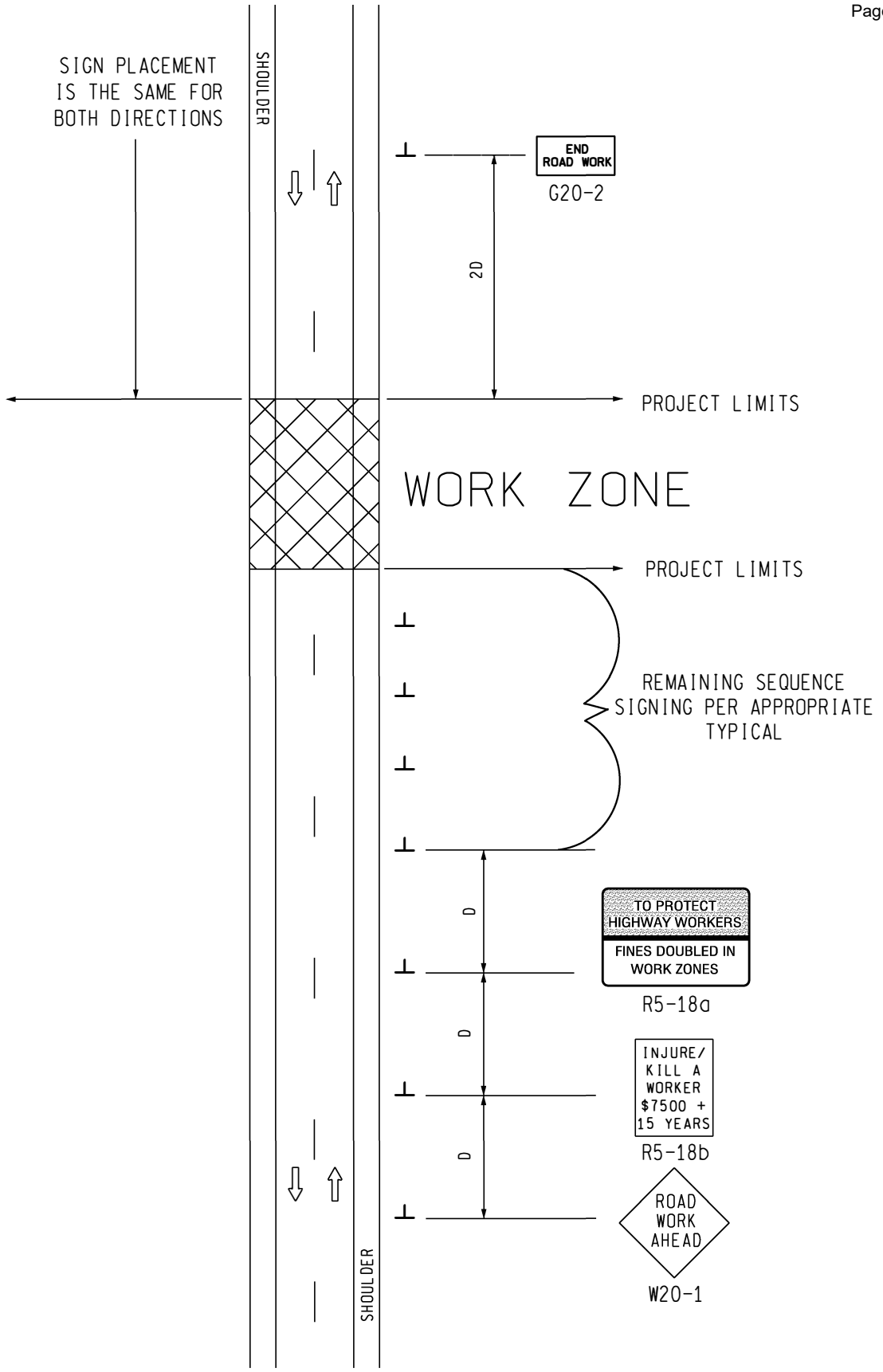
* POSTED SPEED, OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED

1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) BRAKING DISTANCE PORTION OF STOPPING SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO. THIS AASHTO DOCUMENT ALSO RECOMMENDS ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TABLES FOR "L", "D" AND "B" VALUES

DRAWN BY: CON:AE:djf	JUNE 2006	M0020a	SHEET 2 OF 2
CHECKED BY: BMM	PLAN DATE:		
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn	REV. 08/21/2006		



SIGN = 68 ft2 - TYPE B
FOR ONE DIRECTION OF TRAFFIC
W20-1 QUANTITY INCLUDED
WITH APPROPRIATE TYPICAL
FOR SEQUENCE SIGNING

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0040a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV.			10/13/2011

NOTES

30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.

32. THESE SIGNS SHALL BE LEFT IN PLACE AT THEIR PRESCRIBED LOCATIONS FOR THE DURATION OF THE PROJECT AND UNTIL ALL TEMPORARY TRAFFIC CONTROL HAS BEEN REMOVED.

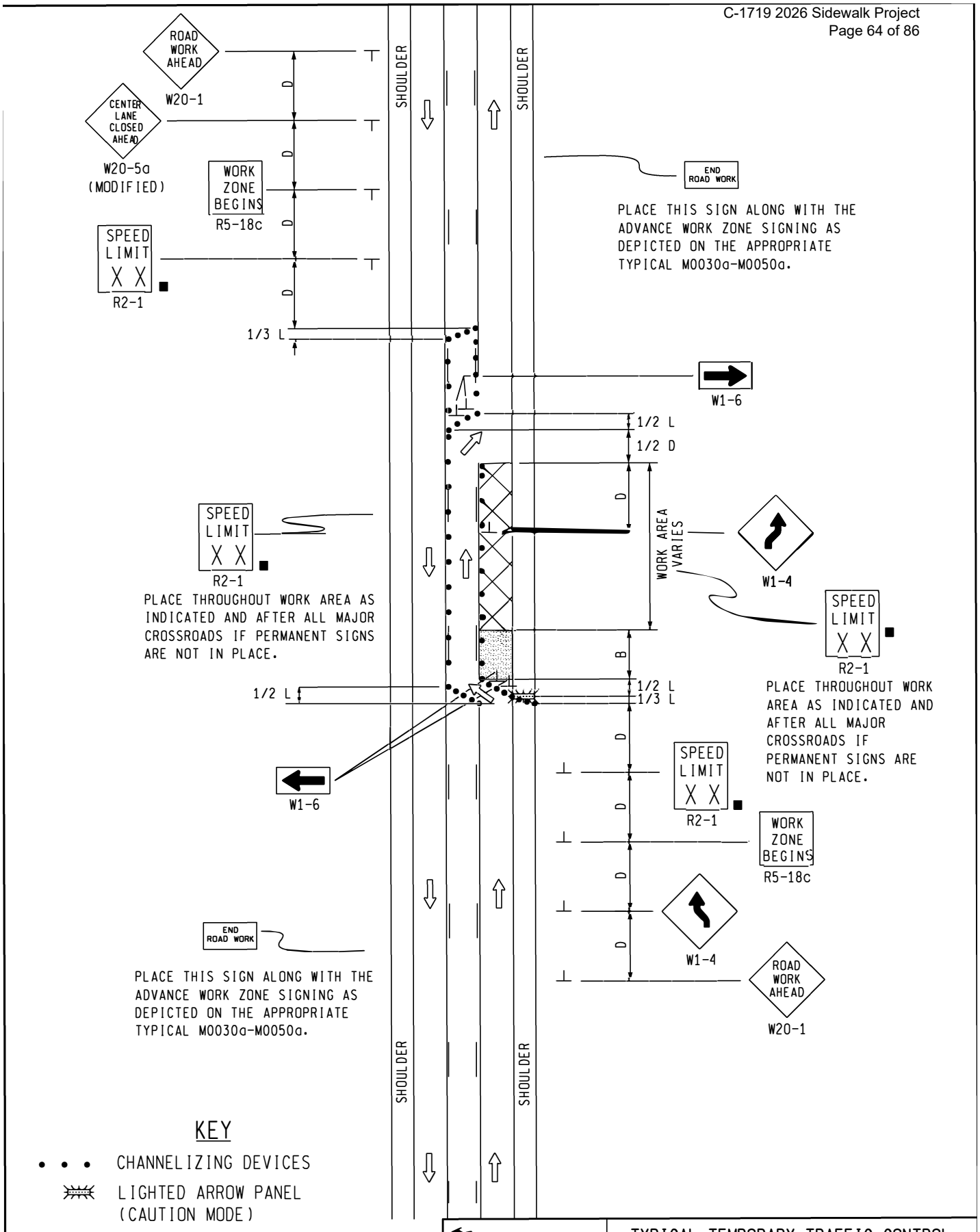
35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

SIGN SIZES

G20-2	-	48" x 24"
R5-18a	-	96" x 60"
R5-18b	-	48" x 60"
W20-1	-	48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY		
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0040a	SHEET 2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV.			10/13/2011



KEY

- • • • CHANNELIZING DEVICES
- LIGHTED ARROW PANEL (CAUTION MODE)
- ⇨ TRAFFIC FLOW
- ■ REFLECTS EXISTING SPEED LIMIT

SIGN = 184 ft2 - TYPE B
PLUS ADDITIONAL R2-1's
THROUGHOUT WORK AREA

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLTO AND SHIFTING ONE THROUGH LANE INTO THE CLFLTO NO SPEED REDUCTION

DRAWN BY: CON:AE:DJF	OCTOBER 2011	M0231a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		

FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011

NOTES

1F. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
1/2 L, AND 1/3 L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.

6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.

7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

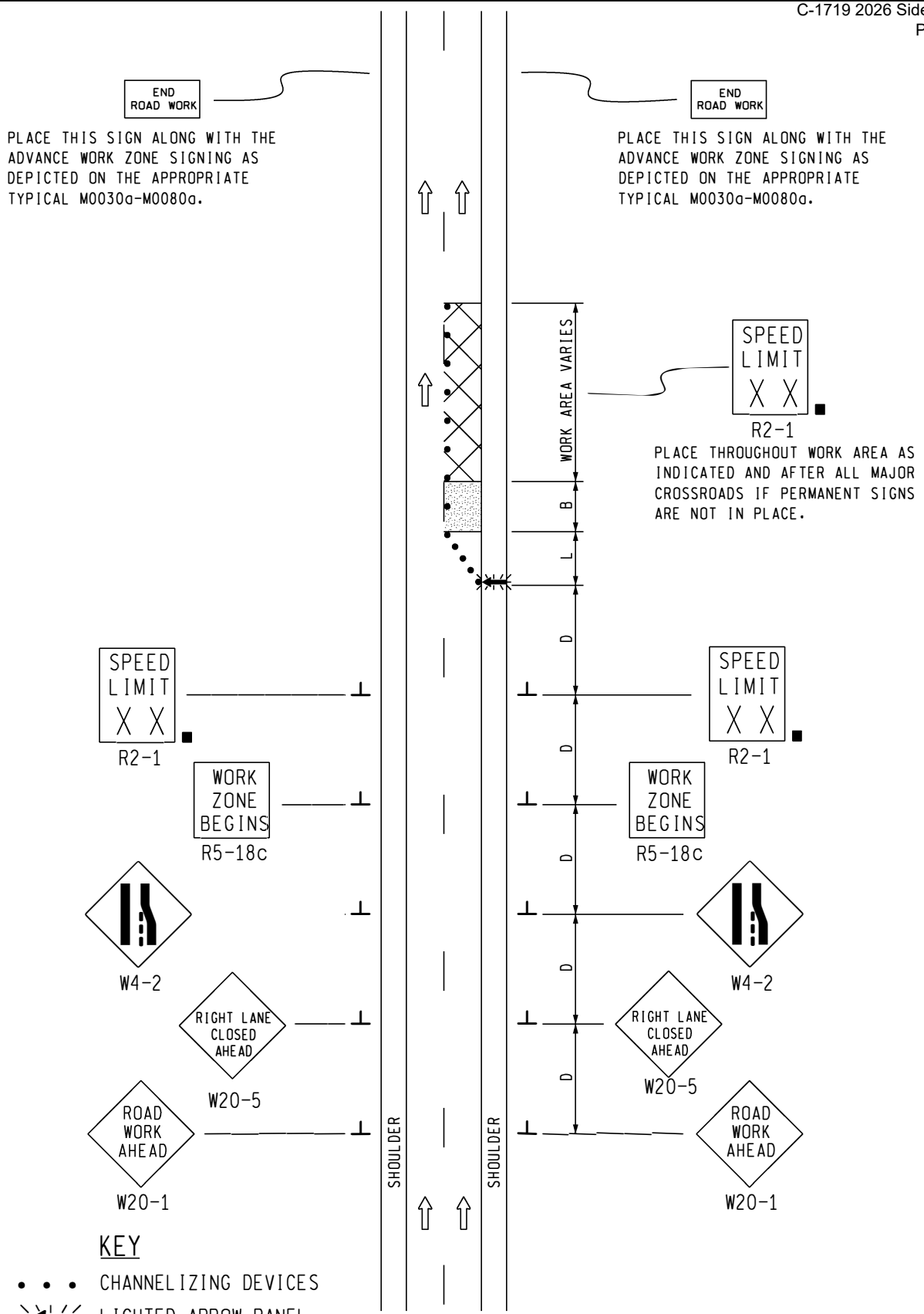
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

SIGN SIZES

DIAMOND WARNING	- 48" x 48"
W1-6 WARNING	- 48" x 24"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLTO AND SHIFTING ONE THROUGH LANE INTO THE CLFLTO NO SPEED REDUCTION		
DRAWN BY: CON:AE:DJF CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0231a	SHEET 2 OF 2
FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011			



KEY

- • • • CHANNELIZING DEVICES
- LIGHTED ARROW PANEL
- ⇨ TRAFFIC FLOW
- ■ REFLECTS EXISTING SPEED LIMIT

SIGN = 168 ft2 - TYPE B
PLUS ADDITIONAL R2-1's
THROUGHOUT WORK AREA

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION

DRAWN BY: CON:AE:djf	OCTOBER 2011 PLAN DATE:	M0730a	SHEET 1 OF 2
CHECKED BY: BMM:CRB			
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV. 10/26/2011			

NOTES

1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE **M0020a** FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.

6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.

7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION		
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0730a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV.		10/26/2011	

SIGN MATERIAL SELECTION TABLE

	SIGN MATERIAL TYPE		
SIGN SIZE	TYPE I	TYPE II	TYPE III
≤ 36" X 36"		X	X
>36" X 36"≤ 96" TO WIDE		X	
> 96″ WIDE TO 144″ WIDE	X	X	
> 144″ WIDE	X		

TYPE I ALUMINUM EXTRUSION
TYPE II PLYWOOD
TYPE III ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE IOR IISIGNS.
VERTICAL JOINTS ARE NOT PERMITTED.
HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

POST SIZE REQUIREMENTS TABLE

	POST TYPE		
SIGN AREA (ft^2)	U-CHANNEL STEEL	SQUARE TUBULAR STEEL	WOOD
≤9	1 - 3 lb/ft*	1 - 2" 12 or 14 GA*	N/A
9 ≤ 20	2 - 3 lb/ft	2 - 2" 12 or 14 GA	1 - 4" X 6"*
> 20 ≤ 30	N/A	N/A	2 - 4" X 6"
> 30 ≤ 60	N/A	N/A	2 - 6" X 8"
> 60 ≤ 84	N/A	N/A	3 - 6" X 8"

*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.
SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD POSTS DEPENDING ON AREA OF SIGN.
A MAXIMUM OF 2 POSTS WITHIN A 7'PATH IS PERMITTED.

NOT TO SCALE

File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH

MDOT Michigan Department of Transportation

PREPARED BY TRAFFIC AND SAFETY SUPPORT AREA

DRAWN BY: CON/ECH

CHECKED BY: AUG

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

PENDING
FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS

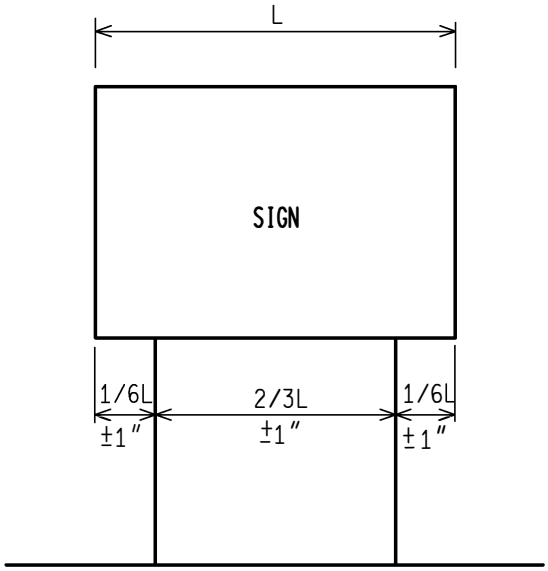
8/2006
PLAN DATE

WZD-100-A

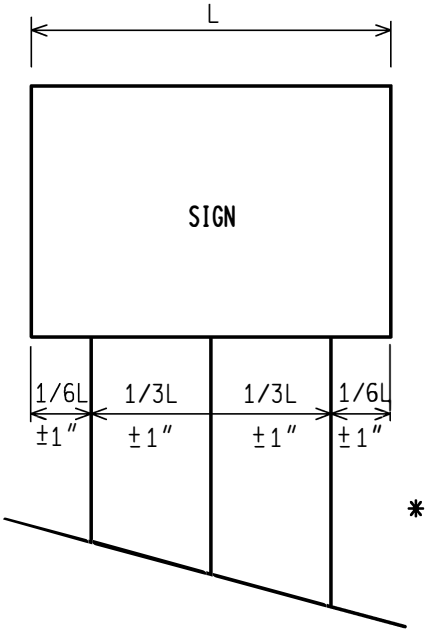
SHEET 1 of11

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

2 POST SIGN SUPPORT SPACING



3 POST SIGN SUPPORT SPACING

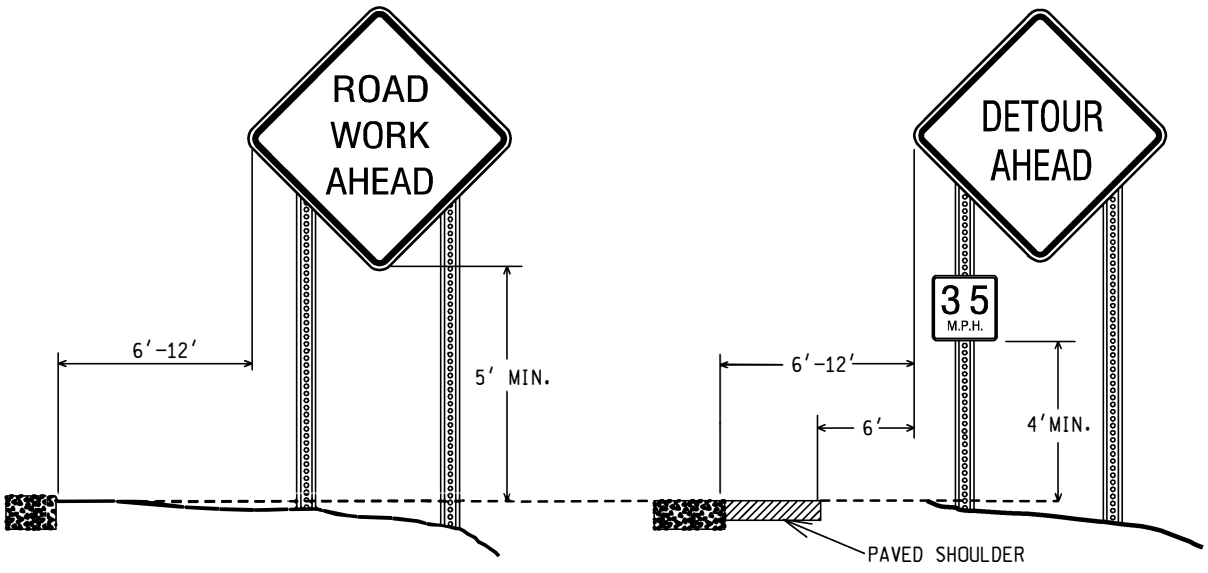


* FOR ALL 11' AND 12' LONG SIGNS ON 3 WOOD SUPPORTS, SPREAD POSTS SO AS TO HAVE A 8' MIN. TO 9' MAX. DISTANCE BETWEEN OUTSIDE POSTS.

NOT TO SCALE

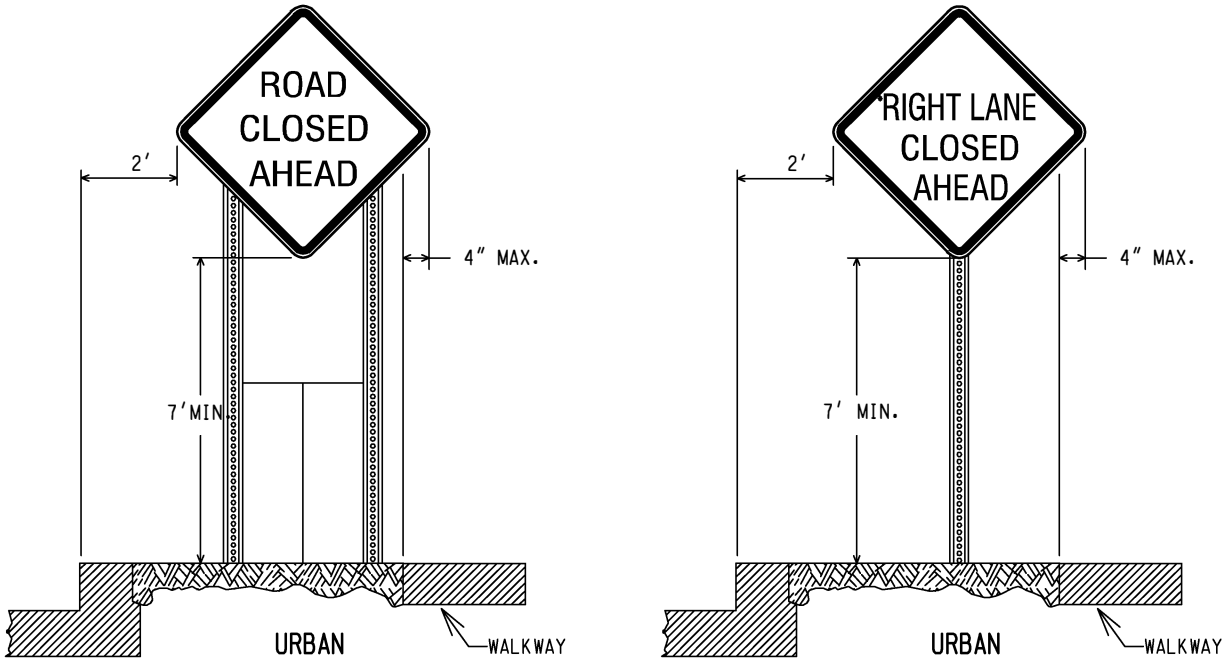
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 2 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



RURAL

RURAL WITH ADVISORY
SPEED PLATE



(CURBED AREAS OR WHERE
WALKWAYS ARE PRESENT)

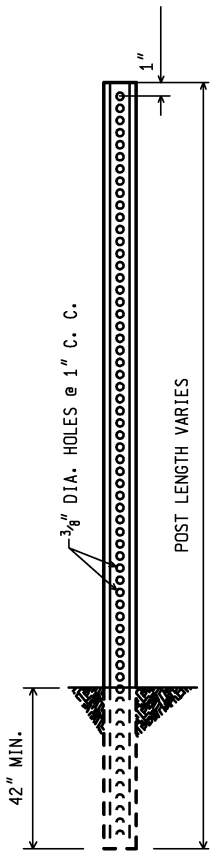
(CURBED AREAS OR WHERE
WALKWAYS ARE PRESENT)

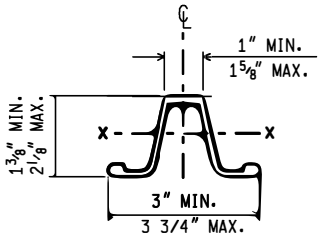
BOTTOM HEIGHT AND OFFSET

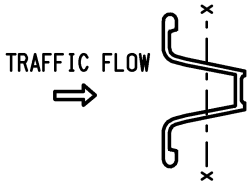
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006	WZD-100-A	SHEET 3 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH		PLAN DATE		

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.







WEIGHT = 3 lbs/ft
SECT. MOD. X.-X. = 0.31 CUBIC INCHES MIN.

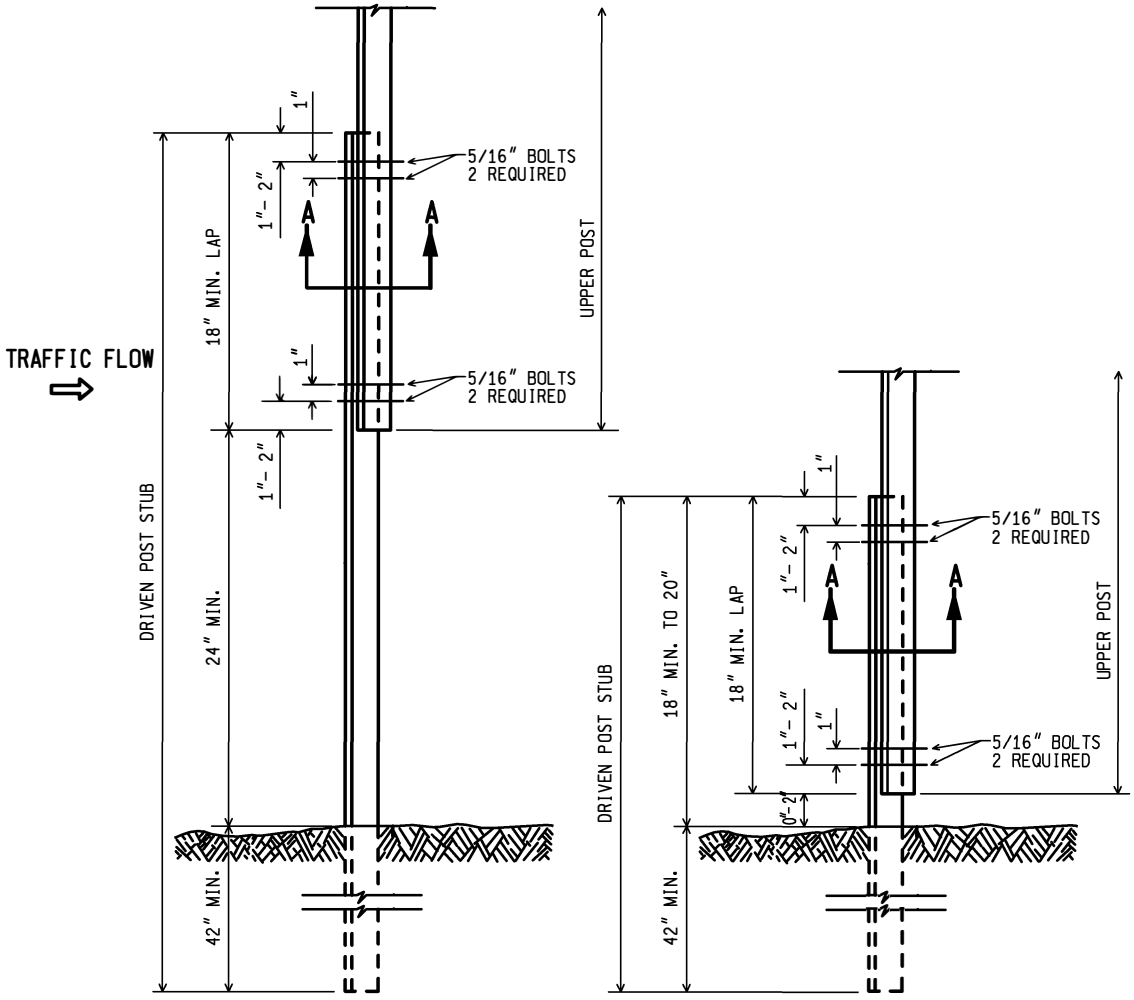
3 lb. U - CHANNEL STEEL POST
(NO SPLICE)

MOUNT SIGN ON OPEN FACE OF
U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006	WZD-100-A	SHEET 4 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH		PLAN DATE		

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UPPER SPLICE

LOWER SPLICE

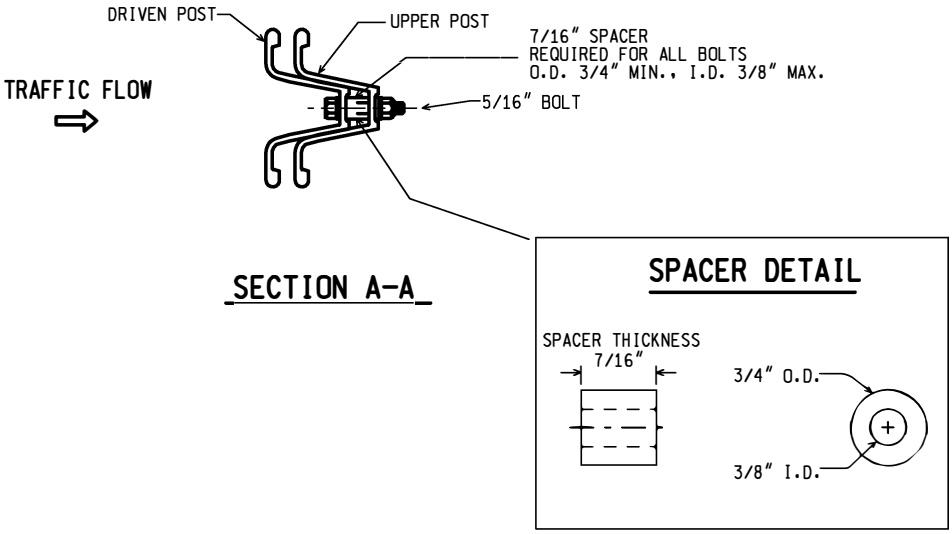
3 lb. U - CHANNEL STEEL POST
(WITH SPLICE)

MOUNT SIGN ON OPEN FACE OF
UPPER U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 5 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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NOTES:

1. THE SPACER THICKNESS SHALL BE 1/16" LESS THAN THE GAP BETWEEN THE POST WHEN POSITIONED IN THE UNBOLTED CONFIGURATION.

2. THE EXTERIOR BOLT (CLOSEST TO LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN A PREPUNCHED HOLE 1" to 2" FROM THE END OF THE LAP.

3. THE INTERIOR BOLT (FARTHEST FROM LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN THE NEXT PREPUNCHED HOLE.

4. THE DRIVEN POST SHALL ALWAYS BE MOUNTED IN FRONT OF THE UPPER POST WITH RESPECT TO THE ADJACENT ONCOMING TRAFFIC, REGARDLESS OF THE DIRECTION THE SIGN IS FACING.

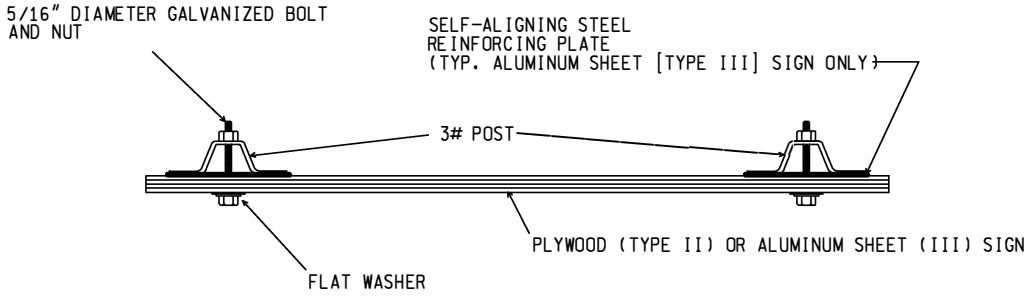
5. THE SPLICE LAP SHALL BE FASTENED BY FOUR-5/16" DIA. GALVANIZED A449 BOLTS (SAE J429 GRADE 5) OR GALVANIZED A325 BOLTS.

3 lb. U - CHANNEL STEEL POST
(WITH SPLICE)

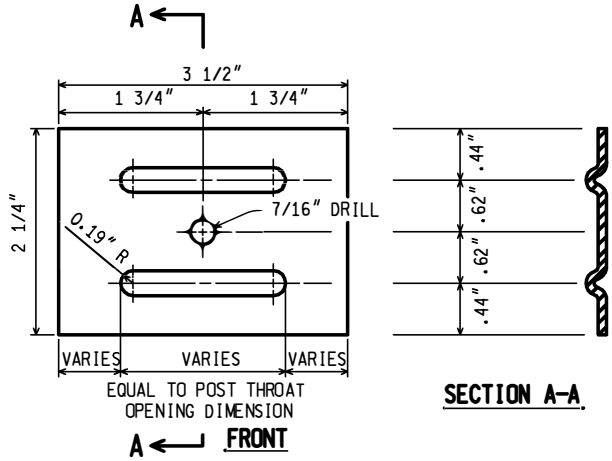
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 6 of11
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SIGN TO 3 lb. POST CONNECTION



NOTES: (FOR STEEL SIGN REINF' PLATE)

1. MATERIAL: 12 GAUGE CARBON STEEL.
2. TOLERANCE ON ALL DIMENSIONS ± 0.0625"
3. FINISH-AFTER STAMPING AND PUNCHING, GALVANIZE ACCORDING TO CURRENT SPECIFICATIONS FOR ZINC (HOT GALVANIZE) COATINGS ON PRODUCTS FABRICATED FROM PLATES OR STRIPS

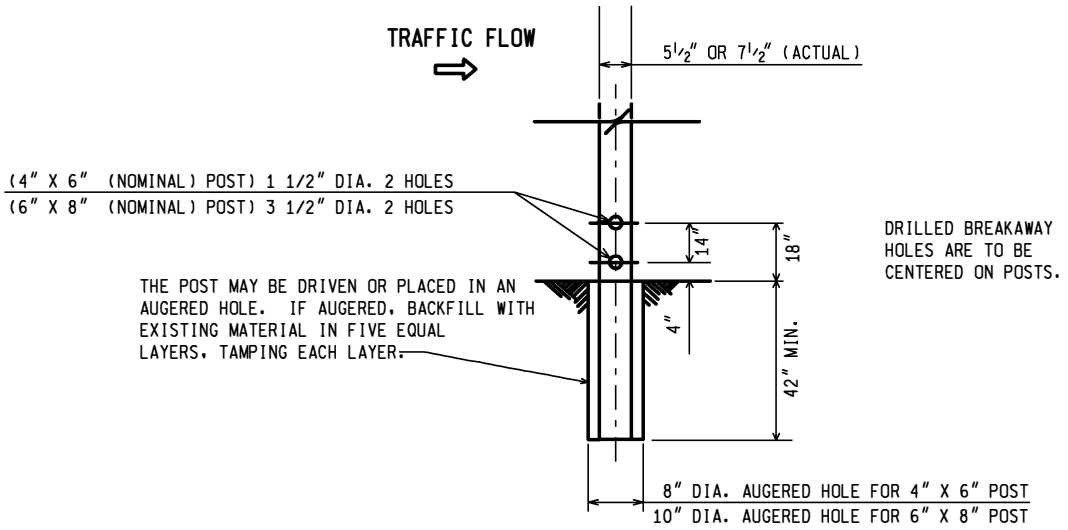
STEEL SIGN REINFORCING PLATE
REQUIRED FOR TYPE III SIGNS ONLY

3 lb. U - CHANNEL STEEL POST SIGN CONNECTION

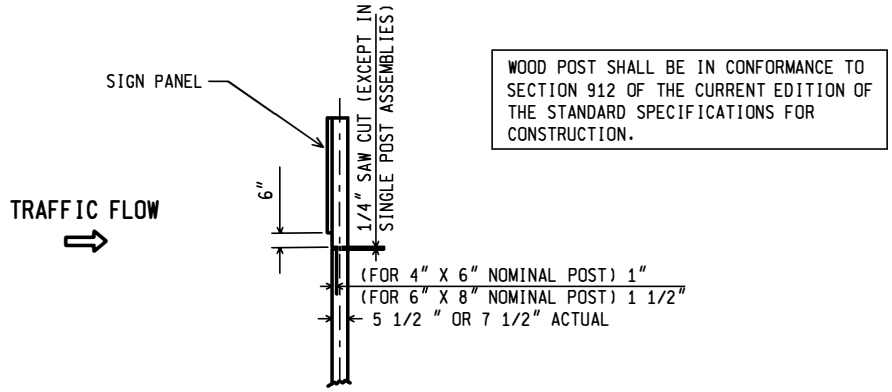
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 7 of11
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WOOD POST BREAKAWAY HOLES/ DIRECT EMBEDMENT DETAILS



WOOD POST SHALL BE IN CONFORMANCE TO SECTION 912 OF THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

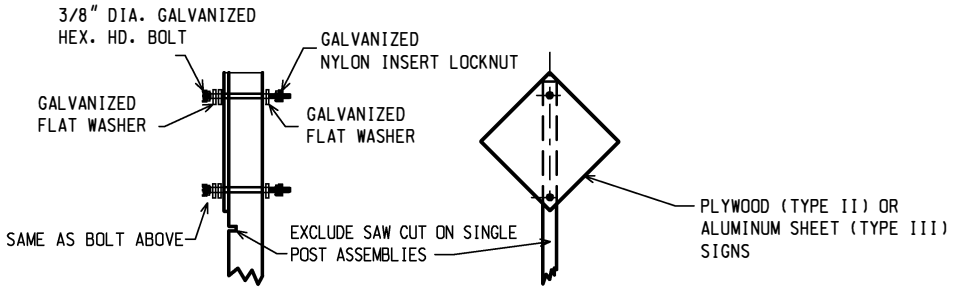
SAW CUT DETAIL (MULTIPLE POST INSTALLATIONS)

WOOD POST DETAILS

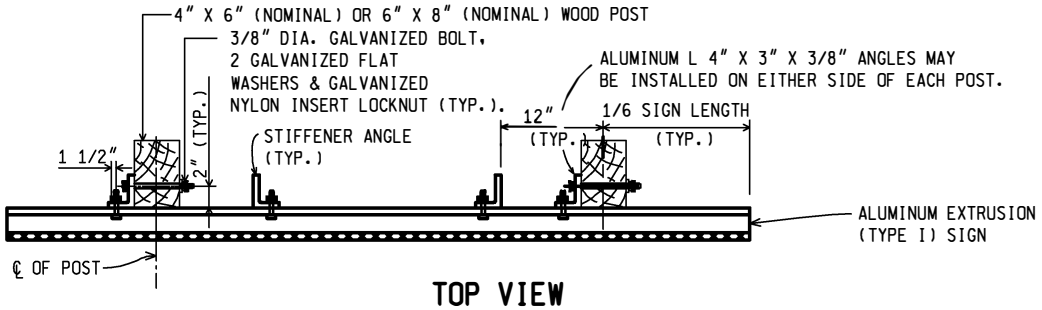
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 8 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

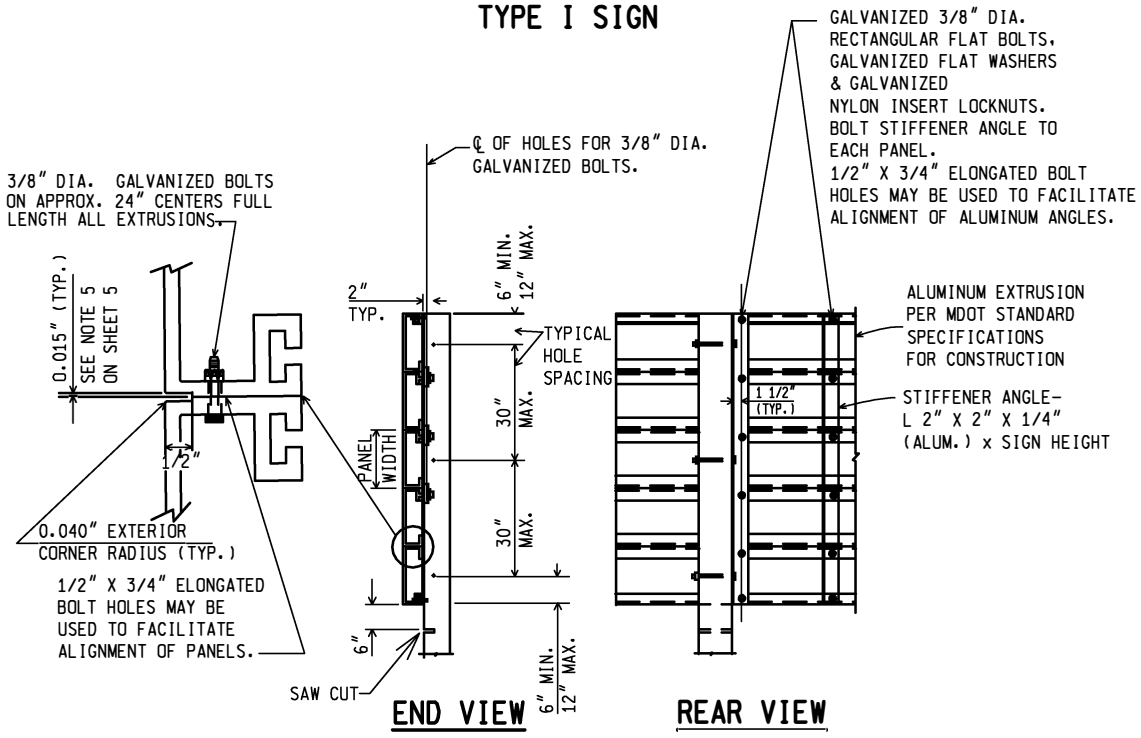
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TYPE II AND TYPE III SIGNS



TOP VIEW
TYPE I SIGN



END VIEW
REAR VIEW

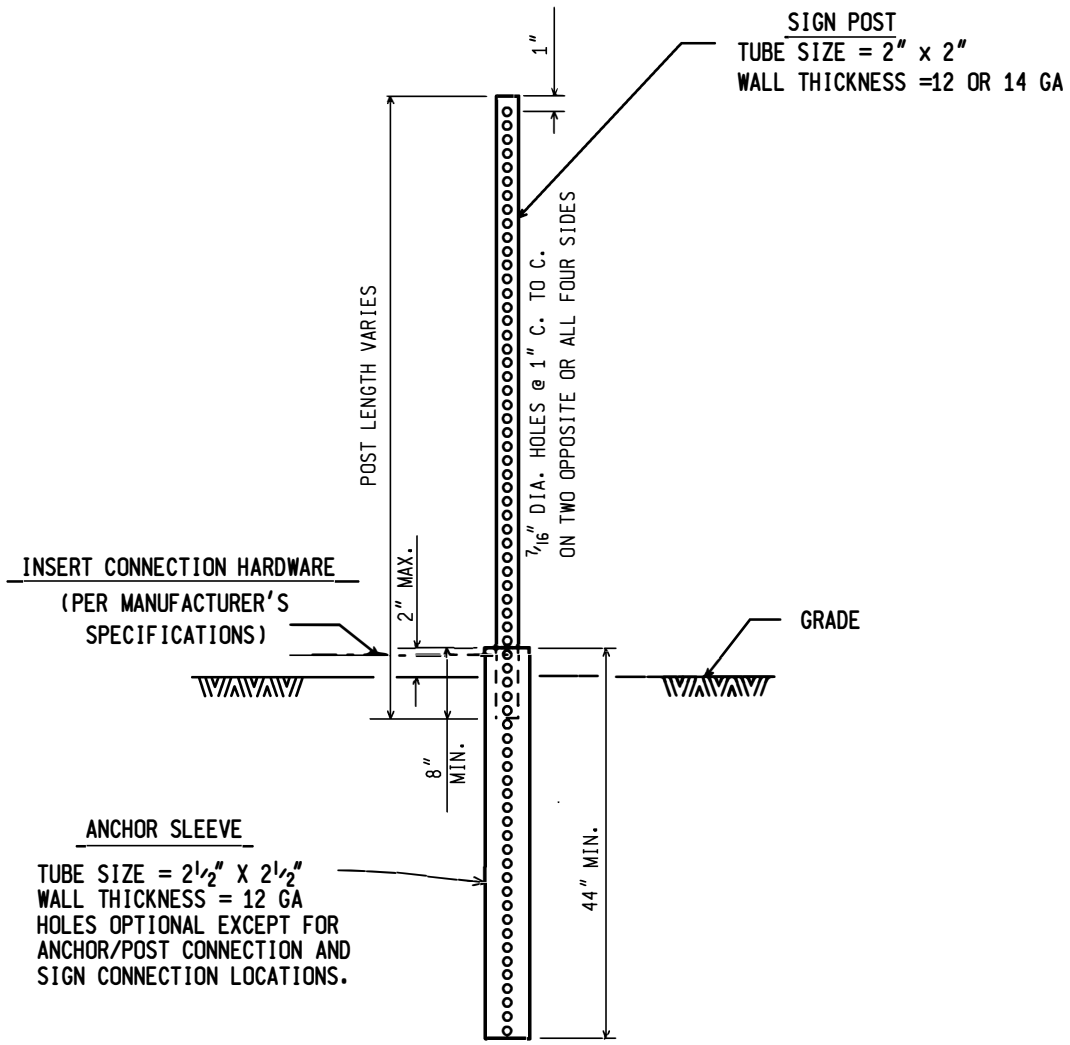
TYPE I SIGN - ERECTION DETAILS

WOOD POST CONNECTIONS

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 9 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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SQUARE TUBULAR STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006	WZD-100-A	SHEET 10 of 11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH		PLAN DATE		

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

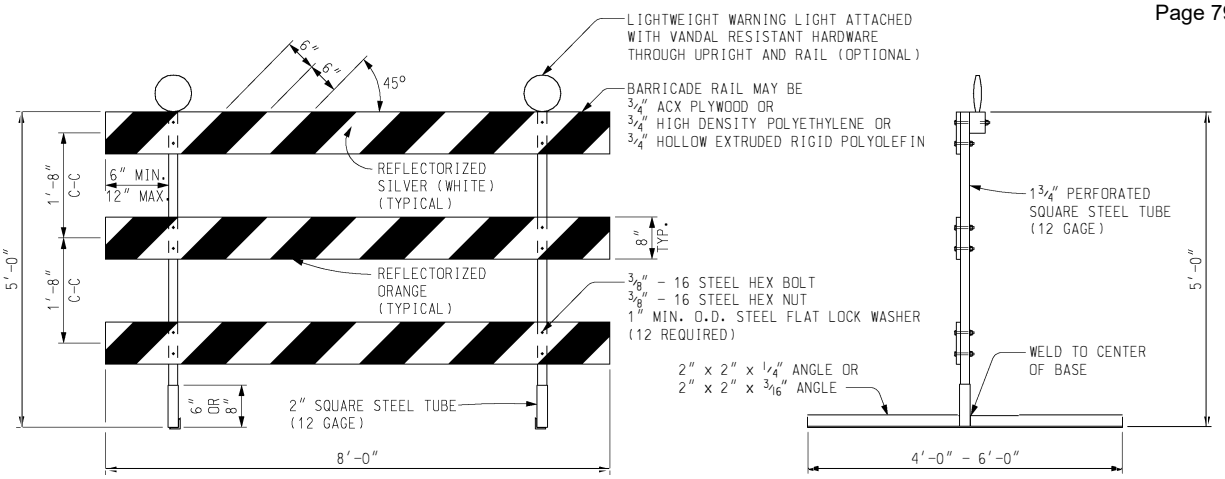
GENERAL NOTES:

1. A MAXIMUM OF TWO POSTS WITHIN A 7 FOOT PATH IS PERMITTED.
2. ALL SIGN POSTS SHALL COMPLY WITH NCHRP 350.
3. ALL POSTS SHALL BE EMBEDDED A MINIMUM OF 42".
4. BRACING OF POST IS NOT PERMITTED.
5. SIGN SHALL BE LEVEL, AND UPRIGHT FOR THE DURATION OF INSTALLATION.
6. ERECT POSTS SO THE SIGN FACE AND SUPPORTS DO NOT VARY FROM PLUMB BY MORE THAN 3/16" IN 3'. PROVIDE A CENTER-TO-CENTER DISTANCE BETWEEN POSTS WITHIN 2 PERCENT OF PLAN DISTANCE.
7. NO MORE THAN ONE SPLICE PER POST, AS SHOWN, WILL BE PERMITTED.
8. POST TYPES SHALL NOT BE MIXED WITHIN A SIGN SUPPORT INSTALLATION.
9. NO VERTICAL JOINTS ARE PERMITTED IN SIGN. NO HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE PERMITTED IN SIGN
10. REMOVE SIGN POSTS AND/OR POST STUBS IN THEIR ENTIRETY WHEN NO LONGER REQUIRED.
11. ALL LABOR, MATERIALS, AND EQUIPMENT, INCLUDING TEMPORARY SUPPORTS REQUIRED TO INSTALL, MAINTAIN, RELOCATE, COVER, AND/OR REMOVE THE TEMPORARY SIGN, INCLUDING SUPPORTS, ARE CONSIDERED TO BE INCLUDED IN THE COST OF THE TEMPORARY SIGN.
12. SAW CUTS IN WOOD POSTS ARE TO BE PARALLEL TO THE BOTTOM OF THE SIGN.
13. POSTS SHALL NOT EXTEND MORE THAN 4" ABOVE TOP OF SIGN.

NOT TO SCALE

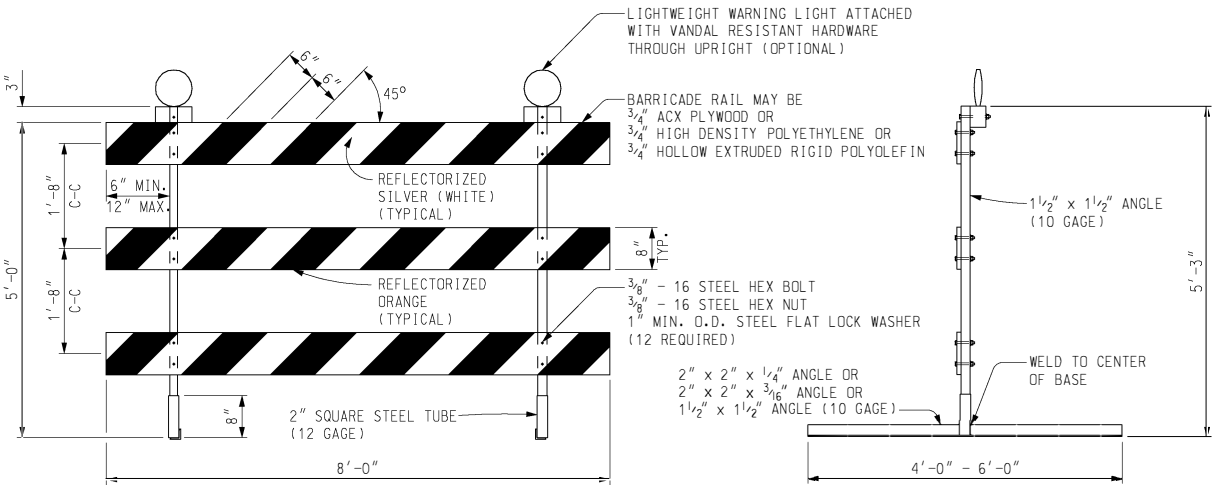
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006	WZD-100-A	SHEET 11 of 11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH		PLAN DATE		

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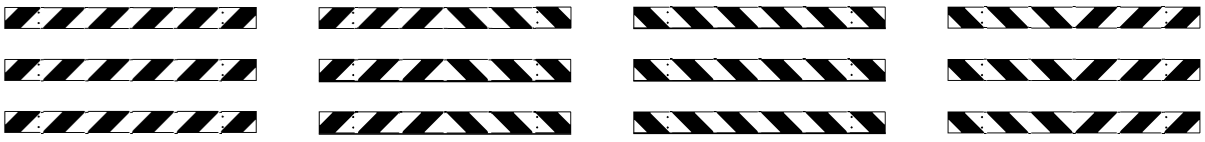
FRONT ELEVATION SIDE VIEW

PERFORATED SQUARE STEEL TUBE OPTION



FRONT ELEVATION SIDE VIEW

ANGLE IRON OPTION



LEFT DIRECTIONAL BI-DIRECTIONAL RIGHT DIRECTIONAL CLOSURES

BARRICADE RAIL SHEETING OPTIONS
TYPE III BARRICADES

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

NOT TO SCALE | File: T&S/Typ/Signs/WorkZones/wzd 125 d | Rev. 09/22/09 PJ

MDOT Michigan Department of Transportation

PREPARED BY TRAFFIC AND SAFETY

DRAWN BY: ECH

CHECKED BY: MWB

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

(SPECIAL DETAIL)

FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

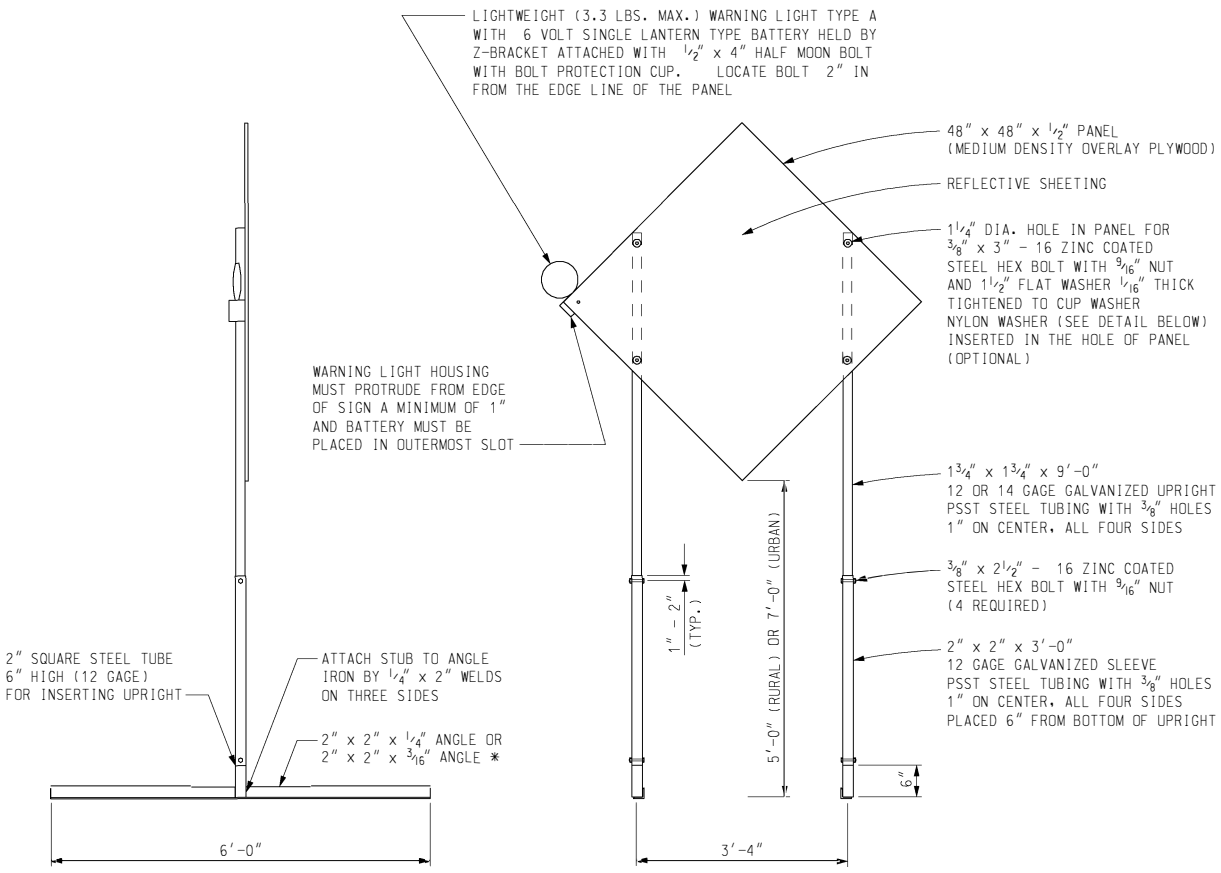
Temporary Traffic Control Devices

9/22/09 PLAN DATE

WZD-125-E

SHEET 1 of 3

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

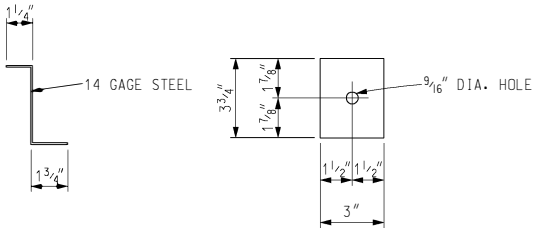


TEMPORARY SIGN SUPPORT

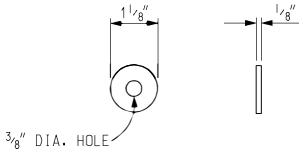
(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)

* SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END.

UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.



Z-BRACKET DETAIL



OPTIONAL NYLON WASHER

Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09 PLAN DATE	WZD-125-E	SHEET 2 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ			

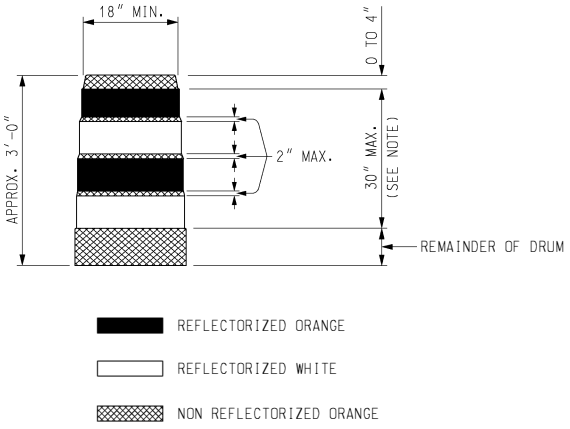
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

PLASTIC DRUM

PROPOSED TYPE III BARRICADE

EXISTING TYPE III BARRICADE

SYMBOLS TO BE USED ON PLANS



NOTE:
DRUMS SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED STRIPES (2 ORANGE AND 2 WHITE) OF 6" UNIFORM WIDTH, ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED STRIPE BEING ORANGE. NON REFLECTORIZED SPACES BETWEEN THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES SHALL BE ORANGE IN COLOR AND EQUAL IN WIDTH.

PLASTIC DRUM

NOTES:

2" PERFORATED SQUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT WHEN THEY ARE USED ON TYPE III BARRICADES.

SEE ROAD STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMORARY CONCRETE BARRIER.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09 PLAN DATE	WZD-125-E	SHEET 3 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ			

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CITY OF SAGINAW

SPECIAL PROVISION
FOR
TURF ESTABLISHMENT, PERFORMANCE

COS/EP **1 of 5** **January 2022**

Description

Section 816 of the Standard Specifications for Construction is deleted and replaced by this special provision. The Contractor shall be responsible for the performance and quality of turf growth in the areas indicated on the plans and as identified by the Engineer. The Contractor shall comply with all state and federal laws and regulations in completing this work.

The Contractor shall establish a durable, permanent, weed-free, mature, perennial turf. The work consists of fundamental turf work, including but not limited to top soiling, seeding, mulching, erosion control, maintenance, and repair of turf as described herein during the life of the contract.

The Contractor shall choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

The Contractor shall be responsible for a site analysis and its interpretation for their own use to ensure compliance with this specification. The site analysis will take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow deicing practices, and any other characteristics that influence and affect turf establishment.

Section 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor shall be responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events up to and including 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of Section 107.11 remain unchanged.

1. **Contractor Turf Establishment Experience Requirements.** The Contractor shall possess valid Michigan Department of Agriculture commercial pesticide applicator's certificate for right-of-way category.

   All herbicide applications shall be made by a commercial applicator licensed in the State of Michigan. All individuals applying pesticides shall possess a valid Michigan Department of Agriculture commercial pesticide applicator's certificate for the appropriate category. All application procedures and materials shall meet all federal, state and local regulations.

   At least 10 days prior to start of turf establishment, the Contractor performing the turf establishment work shall provide the Engineer with documentation that they will meet one or both of the following requirements.

   A. At least one person employed by the Contractor and assigned to the job site shall have a degree or certificate in Turf Management, Horticulture, or related field.

B. At least one person employed by the Contractor and assigned to the job site shall have at least five (5) years of experience in roadside turf establishment.

Materials

The Contractor shall use topsoil, seed, mulch, pesticide, herbicide and/or mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as detailed in the plans, and as indicated in the work plan. The Contractor may use additional materials as necessary to meet the standards set forth for turf establishment in this special provision. The use of any sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

1. **Soil.** The Contractor shall provide furnished or salvaged topsoil which may be blended compost that will provide vigorous growth. It shall be humus bearing and of not less than four inches in depth. It shall be free of stones larger than 1 inch in diameter and other debris. The finished slope shall be trimmed and graded according to subsection 205.03.N of the Standard Specifications for Construction.

2. **Seed.** Use M.D.O.T. turf seeding mixture Turf Urban Freeway (TUF). All species and their cultivars or varieties must be guaranteed hardy for Michigan.

   A. The seed shall be legally saleable in Michigan. The seed product shall not contain more than 10 percent inert materials. The seed source shall be from an MDOT approved certified vendor.

   B. The species and varieties of seed shall be adapted to all site conditions, to the site use, and to the soils, moisture, and local climate. Site use may include but is not limited to detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.

   C. At least two of the species in the mixture proposed to be planted within fifteen (15) feet behind the curb or the shoulder shall be salt tolerant.

3. **Mulch.** Seeded areas shall be mulched with the appropriate materials for the site conditions, shall promote germination and growth of seed and to mitigate soil erosion and sedimentation.

4. **Herbicides.** The Contractor shall comply with all federal, state and local laws as noted in the standard specifications, Section 107. A weed control application will require the Contractor to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. The Contractor will also notify selected City of Saginaw staff 48 hours prior to any applications being made. The Contractor shall furnish and apply herbicide(s) as needed. It shall be the Contractor's responsibility to select the herbicide(s) and the rate at which it will be used. The work and herbicide(s) shall be approved by the Engineer prior to the application of the material. A spray log will be required to be completed

and submitted to the project office, each day an application is made.

No water shall be drawn from any waterway (i.e. river, ditch, creek, lake etc.) that is located on any state, county or municipal right-of-way, for mixing with herbicides.

5. **Fertilizers.** The Contractor shall furnish and apply fertilizer(s) as needed. It shall be the Contractor's responsibility to select the fertilizer(s) and the rate at which it will be used. The work and fertilizer(s) shall be approved by the Engineer prior to the application of the material.

6. **Water.** The Contractor shall furnish and apply water from an approved source as specified in the work plan at a rate of promote healthy growth.

Construction

The Contractor shall be responsible for all work and any and all construction methods used in completing this work. Any part of MDOT standard specifications or standard plans chosen to be implemented by the Contractor shall not imply responsibility on the part of the City of Saginaw for acceptability of the Contractor's construction methods or for the quality of the Contractor's work outcome at any time.

1. **Inspection of the work.** The Contractor shall be responsible for all inspection of turf establishment work.

   The Contractor shall use a Contractor's Daily Report approved by the Engineer to report inspections made and to document turf establishment work performed on this project. The Contractor's Daily Report shall be completed and submitted to the Engineer when any work performed under this special provision is in progress.

   The Contractor's Daily Report shall be accompanied by all necessary materials documentation including tests slips, certifications, etc.

   The Engineer shall determine the acceptability of these reports in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted in an acceptable and timely fashion.

   The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as soil erosion and sedimentation control, NPDES, etc. These inspections made by the Engineer shall not relieve the Contractor of the inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

2. **Erosion Control.** Erosion shall be controlled at all times according to Section 208 of the standard specifications. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls shall be placed as indicated on the plans or as directed by the Engineer. The site shall be continuously monitored by the Contractor for needed erosion

repair from any cause as addressed in the contract documents. All eroded areas shall be returned to their original grade as detailed in the contract documents.

If sedimentation occurs in drainage structures or any watercourse or water containment area, corrective action shall be taken immediately and all disturbed areas contributing to this sedimentation shall be restored within 24 hours of erosion occurrence. Sediment deposited as a result of the Contractor's inability to control the soil erosion shall be removed at the Contractor's expense.

The Contractor shall reimburse the City for any costs levied against the City, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this specification and with all federal, state, and local laws.

3. **Erosion Repair.** The Contractor is responsible for all repair and liable for all consequences (legal, monetary, or other) associated with erosion or sedimentation damage to finished or unfinished work.

   All erosion occurrences and the repairs made by the Contractor shall be reported to the Engineer in the format and at the frequency required by the Engineer. Any erosion, displacement, or disturbance to ongoing or completed work by any cause shall be repaired by the Contractor at no additional cost to the contract unless otherwise noted herein.

   The Contractor shall be responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Any eroded area that may affect the support of the roadbed or safety of the public shall be repaired within 24 hours of the erosion occurrence.

   Protection devices such as barriers, directional sign/signals, temporary fence, or any other safety measures shall be placed by the Contractor immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, the Contractor shall, within 24 hours of the occurrence of the damage, provide the Engineer with a written summary of the immediate action taken and describing the repairs made and the safety measures taken.

4. **Final Acceptance**

   A. **Final Acceptance Parameters.** Before final acceptance of the turf establishment work, all of the following minimum parameters shall be met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas. There shall be no exposed bare soil and the turf shall be fully germinated, erosion free, weed free, disease free, dark green in color and in a vigorous growing condition.

      The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer while these inspections are being made. If the Contractor does not agree with the decision made by the Engineer, the Contractor can request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, including the Engineer, the Contractor, and the third party, will be scheduled. All expert fees and

expenses charged by the third party will be paid by the Contractor.

Any and all claims for extra compensation shall be according to subsection 104.09 of the Standard Specifications.

Measurement and Payment

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

Pay Item	**Pay Unit**
Turf Establishment, Performance	Square Yard

Turf Establishment, Performance shall be paid by square yard. All materials, labor, and equipment required or selected by the Contractor to install, maintain, inspect, repair, and meet the acceptance parameters for turf establishment specified in this special provision, including preparation, updating, and submittal of the Contractor's work plan and Contractor's Daily Reports, will not be paid separately but will be considered included in the contract unit price bid for **Turf Establishment, Performance**.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities as described in subsection 109.07 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed according to this special provision. Upon completion of topsoil surfacing stage, fifty percent of the authorized amount for **Turf Establishment, Performance** will be paid to the Contractor. The remaining authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment, Performance**.

Council Communication

Item Number: 15.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: 2026 ADA Sidewalk Ramp Project (C-1722)

Prepared By: Travis Hare, City Engineer

Manager's Recommendation:

Approve the contract with BKJ Construction for $116,798 for the 2026 ADA Sidewalk Ramp Project for the Public Services Department, Engineering Division.

Justification:

On March 17, 2026, five qualified bids were received for the 2026 ADA Sidewalk Ramp project. The contract includes rehabilitation of 22 existing ADA sidewalk ramps and construction of 2 new ADA sidewalk ramps located at various intersections in the Downtown and Old Town areas, along Hamilton Street, Michigan Avenue, Genesee Avenue, and N. Jefferson Avenue.

The following is a tabulation of the bids received:

Vendor	Cost
BKJ Construction Howell, MI	$116,798.00
Wobig Construction Co, Inc. Saginaw, MI (In-City)	$125,122.00
Lois Kay Contracting Saginaw, MI (Out-City)	$139,183.00
Mike’s Landscaping Davison, MI	$148,237.50
Rohde Bros Excavating, Inc. Saginaw, MI (Out-City)	$184,262.00

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing,” of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Major Street Fund, Street Projects Division, Construction Projects Account No. 202-451.00-955.003.

I have approved the contract as to substance and the City Attorney as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. C-1722 2026 ADA Ramp Project

CITY OF SAGINAW
1315 S WASHINGTON AVE
SAGINAW MICHIGAN 48601

C-1722
2026 ADA Ramp Project

BID OPENING
TUESDAY, MARCH 17, 2026
3:00 PM

TABLE OF CONTENTS
C-1722
2026 ADA Ramp Project

SEALED BID INSTRUCTIONS 1

GENERAL INFORMATION 2

GENERAL INSTRUCTIONS TO BIDDERS 4

DIVISION 1: GENERAL CONDITIONS – CITY OF SAGINAW 11

NOTICE TO BIDDERS – CONSULTANTS/ INSURANCE/BONDS 32

NOTICE TO BIDDERS – IRAN SANCTIONS 36

NOTICE TO BIDDERS – PREFERENCE TO LOCAL BIDDERS 37

NOTICE INVITING SEALED BIDS 38

BID FORM 39

COPY OF CONTRACT 44

SCOPE OF WORK 47

PROGRESS CLAUSE 48

TECHNICAL SPECIFICATIONS 50

PRE-QUALIFICATION 51

SUBCONTRACTOR LIST 52

UTILITY COORDINATION 53

LIQUIDATED DAMAGES 54

SIDEWALK, REM, MODIFIED 55

SIDEWALK RAMP AND DETECTABLE WARNING SURFACE, MODIFIED 56

SIDEWALK GRADING, MODIFIED 59

SIDEWALK CONSTRUCTION DETAIL 60

CONCRETE SIDEWALK 61

DECORATIVE CONCRETE RAMP 63

MAINTAINING TRAFFIC 66

TURF ESTABLISHMENT, PERFORMANCE 90

LOCATION DRAWINGS 95-114

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

SEALED BID INSTRUCTIONS

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

1. Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address, and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum is issued by the City, it must be signed, dated, and returned with bid.
7. An **original** bid bond, bank money order, certified check, or cashier's check in the amount of five percent (5%) of the total amount bid must be submitted with any bid in excess of $100,000. The AIA Document A310 – 2010 bid bond is the preferred format. If the agreement is for multiple years, each year should be combined to get your total cost. **Facsimiles or copies of bid bond will not be accepted, and bid will be disqualified if submitted.**
8. All erasures or corrections to pricing information must be initialed in ink.
9. If this is a Davis-Bacon Prevailing Wage Project, it will include a wage decision and Division 2. The City of Saginaw does not have a Prevailing Wage ordinance.
10. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct, and the bid will be recalculated to determine the amount bid. All addition errors will be corrected, and the total bid will be adjusted to reflect the corrections.
11. All bids must be in the City Purchasing Office, 1315 S. Washington Ave. Saginaw, MI 48601 by the date and time specified on bid forms. The Purchasing Office is located at Saginaw City Hall in room #105.
12. Each bidder's envelope, FED EX box/letter, UPS box/letter, or any other method of sealed delivery must have the bid number or contract number on the outside of the container. **UNMARKED BIDS WILL BE DISQUALIFIED.**
13. EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH **SEALED BID AND THE BID NUMBER** MARKED ON THE FRONT. A COPY OF THE ORIGINAL BID MUST ALSO BE INCLUDED IN THE BID.

RIGHT OF CITY TO ACCEPT OR REJECT BIDS

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES WHICH DO NOT MATERIALLY AFFECT THE BID DOCUMENT OR OTHERWISE CONFLICT WITH STATUTE OR ORDINANCE. ANY REJECTION OF BIDS SHALL BE MADE ONLY IF THERE IS A SOUND DOCUMENTED REASON FOR SAME.

REV 9-2021

GENERAL INFORMATION

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

CITY OF SAGINAW PURCHASING OFFICE – ROOM #105
1315 S. WASHINGTON AVENUE, SAGINAW, MICHIGAN 48601

SEALED BID DOCUMENTS

EFFECTIVE IMMEDIATELY: All interested bidders may obtain bid document forms, proposal instructions, general specifications, and bid results from the City of Saginaw website **(www.saginaw-mi.com).**

NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL

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

ALTERATION OF BID BY BIDDER

After bids have been opened, the bidder will not be allowed to withdraw, modify or correct any bid. Substitutions and alternates: If a document is issued with the language "No Substitutions, then none will be considered. If a document does not include this language the respective bidder can include a substitution and/or alternate of which the Cit reserves the right to determine equivalent.

EVIDENCE OF BIDDER'S QUALIFICATIONS

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

FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS

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

CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED

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

CITY INCOME TAX COMPLIANCE

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

WITHHOLDING FROM PAYMENTS

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

CONTRACT COMPLIANCE ORDINANCE

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

BID FORMS

A copy of the original bid form is to be enclosed in the bid envelope (original plus a complete copy). "All or None" means bidders are required to submit pricing for all years and/or all items requested. Any proposal received that does not meet this requirement will be disqualified. If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit. If you receive a bid copy from our website and have never conducted business with us you can also complete a copy of the "Vender Compliance From" are return it to us or contact our Purchasing Office so you can be formally added to the respective bidder list for that good or service. (989) 759-1430.

BID RESULTS

A bid tabulation sheet showing the initial results will be posted on our website within 48 hours of the bid opening date. Once the respective department reviews the bids, they will make a recommendation on who our City Council should award the bid to. At that time, the recommendation will also be posted on the tabulation sheet as a secondary notice.

INSTRUCTIONS AS PART OF CONTRACT

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

GENERAL INSTRUCTION TO BIDDERS

1. INTENT

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

2. INTERPRETATIONS OR ADDENDA

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

3. INSPECTION OF SITE

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

4. BIDS ON MORE THAN ONE CONTRACT

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

5. DEFINITIONS

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

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

6. CORRECTIONS

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

7. COLLUSIVE AGREEMENT (SEE PROPOSAL)

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

8. STATEMENT OF BIDDER'S QUALIFICATIONS

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

9. ALTERNATIVE BIDS

No alternative bids will be considered unless specifically requested.

10. BIDS

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

b. Bid documents, which are mailed shall include the bid, the bid guaranty (when required), the non-collusion affidavit, and the statement of bidder's qualification (if requested) and shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled "Sealed

Bid", (outer envelope properly addressed to "City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan 48601") project name and number, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. All proposals must be either filled out in ink or typewritten; typewritten is preferred. Bids to include a copy along with the original.

c. The City of Saginaw may consider as irregular any bid on which there is an alteration of the bid form hereto attached and at its option may reject the same.

d. If the contract is awarded, it will be awarded by the City of Saginaw to a responsible bidder on the basis of the bid most favorable to the City of Saginaw. The contract will require the completion of work according to the contract documents. Transfer of contract or of interests in contract are prohibited unless approved by the proper City agency.

e. Each bidder shall include in his bid the following information:

I. Bidder Name
II. Address
III. City, State, Zip Code
IV. Telephone Number
V. E-mail
VI. Status

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

a. Bids of $100,000 or more must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the total contract cost of construction including all overhead items. The bid bond shall be secured by a guaranty, or a surety company listed in the latest issue of U.S. Treasury Circular 570 and authorized to transact surety business in the State of Michigan. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. At the option of the bidder, the guaranty may be a certified check, cashier's check, bank money order or a bid bond in the amount specified. The AIA document A310 – 2010 bid bond is the preferred format. No bid will be considered unless it is accompanied by the required guaranty. The certified check, cashier's check, bank money order or a bid bond must be payable to the order of the City of Saginaw. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, as required by the contract documents.

b. Revised bids submitted before the opening of bids, representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly, otherwise the bid will not be considered.

c. Certified checks or cashier's check, bid bonds, and bank money orders of unsuccessful bidders, will be returned as soon as practicable after award of a contract.

12. UNIT PRICE BIDS

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

13. PUBLIC ACT 524 OF 1980 (When Applicable)

Sec.2 (1) 1980 P.A. 524 states as follows:

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

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

14. TIME FOR RECEIVING BIDS

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

15. OPENING OF BIDS

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

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16. WITHDRAWAL OF BIDS

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

17. AWARD OF CONTRACTS: REJECTION OF BIDS

a. The contract will be awarded to the lowest responsible bidder complying with the conditions of the SEALED BID INFORMATION, provided such bid is reasonable and it is to the interest of the City of Saginaw to accept it. The City of Saginaw, however, reserves the right to accept or reject any and all bids or parts thereof, and to waive any irregularities in a bid except those specific any mentioned in the "Sealed Bid Instructions".

b. The City of Saginaw reserves the right to consider as unqualified to perform the contract, any bidder who does not habitually perform with his own forces, the major portions of the work involved.

c. On contracts of $50,000 or more, the bidder to whom the Purchasing Committee recommends for award will be required to provide bonds prior to award as outlined in Division 1, Section 121.

18. CONSTRUCTION SCHEDULE

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

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

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

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

19. SUBCONTRACTS

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

20. PRE-CONSTRUCTION MEETING

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

21. PURCHASING ORDINANCE

The Purchasing Ordinance of the City of Saginaw, §14.30-14.45, applies to all contracts, sub-contractors, or purchase orders except where portions of the Ordinance may be preempted by law:

22. CONTRACT COMPLIANCE DOCUMENTATION

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

23. MICHIGAN’S ELLIOTT-LARSEN CIVIL RIGHTS ACT, PUBLIC ACT 453 of 1976, as amended

All contracts in which the City of Saginaw is a party shall contain a covenant by the Contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by law. Breach of this covenant may be regarded as a material breach of the contract.

24. MICHIGAN’S PERSONS WITH DISABILITIES CIVIL RIGHTS ACT, PUBLIC ACT 220 of 1976, as amended

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

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25. AMERICANS WITH DISABILITIES ACT (ADA) of 1990, as amended

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

26. CIVIL RIGHTS ACT OF 1964, as amended

All contractors and subcontractors shall be subject to and comply with all the provisions of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, religion, sex, and national origin. A violation of the act may be regarded as a material breach of the contract.

27. GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA), as amended

All contractors and subcontractors shall be subject to and comply with all of provisions of the Genetic Information Nondiscrimination Act of 2008 which prohibits the use of genetic information in making employment decisions. A violation of the act may be regarded as a material breach of the contract.

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Table of Contents

Division 1 – General Conditions		Page
101.	Definitions	2
102.	Application of Conditions	2
103.	Subcontracts	3
104.	Assignment of Contract	3
105.	Responsibilities of Contractor	3
106.	City Engineer's Power	4
107.	Contracts for Other Work	4
108.	Progress	5
109.	Contractor's Employees	5
110.	Drawings	5
111.	Changes in the Work	6
112.	Right of City to Take Over Contract	7
113.	Extension of Time	8
114.	Liquidated Damages	9
115.	Disputes	9
116.	Service of Notice	10
117.	Qualifications of Contractor	10
118.	Indemnity	10
119.	Insurance	10
120.	Patents, Royalties, Trademarks, Etc.	10
121.	Performance Bonds and Payment Bond	10
122.	Facilities and Notices for Inspection	11
123.	Materials and Workmanship	12
124.	Samples, Certificates and Tests	12
125.	Permits and Codes	13
126.	Care of Work	14
127.	Review by the City of Saginaw	14
128.	Sanitary Facilities	15
129.	Water	15
130.	Stoppage of Work and Crossings	15
131.	Privileges of Contractors in the Street	15
132.	Excavations under Railroads	16
133.	Barricades and Traffic Controls	16
134.	Grade Stakes	17
135.	Street Monuments	17
136.	Sunday and Night Work	17
137.	Test Borings, Test Holes or Test Pits	17
138.	Cleaning Up	17
139.	Correcting Work	17
140.	Accident Prevention	18
141.	Request for Supplementary Information	18
142.	Warranty of Title	18

Division I
General Conditions

143.	Fair Employment Practices	19
144.	Acceptance	20
145.	Guarantee	20
146.	Michigan Sales & Use Tax	20
147.	Final Inspection	20

101. Definitions

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

a. The term "Contract" is defined as the Contract executed by the City of Saginaw and the Contractor, of which these General Conditions, Specifications and Divisions are incorporated into by reference.

b. The term "Contractor" is defined as the person(s), firm, partnership, company, sole proprietorship, or corporation entering into the Contract with the City of Saginaw to construct and install the improvements, or otherwise undertake the activities, embraced in this Contract.

c. The term "City Engineer" is defined as the City Engineer of the City of Saginaw acting personally or, in the absence of the City Engineer, through their designee.

d. The term "Engineer" is defined as the City engineer acting directly or indirectly through their authorized representatives acting within the limits of the respective authority delegated to them. Any determination, directions, or approval of such authorized representatives shall be subject to review by the City Engineer.

e. The term "Contract Documents" is defined as and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, Specifications, Divisions, Special Conditions, Technical Specifications and Drawings

f. The term "Technical Specifications" is defined as that part of the Contract Documents which describes, outlines, and stipulates the quality of the materials to be furnished; the quality of the workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

g. The term "Addendum" or "Addenda" is defined as any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City of Saginaw to prospective Bidders prior to the time of receiving Bids.

102. Application of Conditions

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

Division I
General Conditions

103. Subcontracts

The Contractor shall, as soon as practicable after signing the Contracts, but in any event prior to the performance of any work by any subcontractor, notify the City in writing of the names of subcontractors proposed for the work, designating the portions of work to be performed by each. The Contractor is as fully responsible to the City for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

104. Assignment of Contract

a. It is agreed that the Contractor shall not assign or transfer this Contract, or any part of the work embraced in it, except with the written consent of the City to do so.

b. It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all the provisions of this Agreement exactly as if performed by the Contractor and the Contractor's immediate employees. No subcontracting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen the obligations and liabilities of the Contractor under this Agreement.

c. It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to the Contractor under this Agreement, or the Contractor's claim thereto, except with the written consent of the City.

105. Responsibilities of Contractor

a. The Contractor shall be held to have examined the premises and line of work and shall take the whole responsibility of the work. Should any unforeseen difficulty or obstruction be encountered in the prosecution of the same, involving a greater expenditure of money than expected at the time of bidding, the Contractor shall proceed, nevertheless, with the work, and no allowance will be made therefore.

b. It shall not be incumbent upon the City to notify the Contractor when to begin, to cease or to resume work, nor in any way to manage the work so as to release the Contractor of responsibility, or of any consequence of neglect or carelessness by the Contractor or anu subordinates.

c. The Contractor shall devote time and management/superintendence to the fulfillment of this Contract and shall keep the same under the Contractor's control.

d. The Contractor shall assume and have sole charge and possession of all work included in this contract, until the termination thereof, unless otherwise specified in this contract, and shall be solely liable for all damages to persons or property occasioned in any way by the

Division I
General Conditions

Contractor's acts or omissions, or that of the Contractor's agents, employees, subcontractors, or any persons in and about the work embraced in this Contract.

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

106. City Engineer's Power

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

107. Contracts for Other Work

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

b. The City reserves the right to lay or relay, construct or repair any water mains, gas mains, sewers, conduits and all other pipes and any connections thereto, or to grant permits to those having franchise rights from the City to install or reinstall, construct or repair such water mains, gas mains, sewers or conduits and other pipes and connections thereto at any time, and to do such other underground work in the street or streets, easements or vacated Right of Way, along the line of work as shall be necessary, or grant permits for same, at any time prior to the completion of the foundation for the paving material within the limits of this improvement, and to that end shall have the right to suspend the work on the said improvement, or any part thereof, and the Contractor shall not interfere with

Division I
General Conditions

or place any obstruction in the way of any person or persons who may be engaged in doing any of the work herein specified, and shall not be entitled to damages because of such work or any delay caused thereby.

108. Progress

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

109. Contractor's Employees

a. The Contractor shall employ suitable superintendents and forepersons, who, in the absence of the Contractor, shall be present while any work is being done under this Contract, and who shall follow, without delay, all orders and instructions of the City Engineer. Any notice given to a superintendent or foreperson relative to deviation from any of the requirements of this Contract shall be equivalent to a notice to the Contractor.

b. The superintendents, forepersons, employees, mechanics, and others employed by the Contractor shall be skilled in the assignment of work given them to do. Any employee of the Contractor who uses profane or abusive language to the Engineer or any Inspector, or otherwise impedes or embarrasses him in the performance of his duties, or who obstructs the progress of the work shall upon the request of the City Engineer be immediately removed from the project/worksite and not again employed at same without the consent of the City Engineer.

c. In doing any work contemplated by this Contract, eight (8) hours shall constitute a legal day's work by any laborer or worker employed by the Contractor.

d. Residents of the City of Saginaw shall be employed upon the work of this Contract as far as possible to do so.

110. Drawings

a. These Specifications and accompanying Drawings are intended to be cooperative, and what is called for by either shall be as binding as if called for by both. Should it appear that the work hereby intended to be done, or any of the materials or matters relative thereto, are not sufficiently detailed or explained on said Drawings or in said Specifications, or should any error, discrepancy or inconsistency appear between any of the Drawings and Specifications, or between any of the several Drawings, or should any doubt or misunderstanding arise as to the meaning of said Drawings or Specifications, the City Engineer shall furnish such additional drawings, detail or explanation, and he shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Drawings and Specifications, or between several Drawings, and the decision of the City Engineer therein shall be final and conclusive.

Division I
General Conditions

Explanations received from officers and employees other than the City Engineer will be considered of no avail in a case of dispute.

b. Preference shall be given to the figured dimensions on the Drawings rather than to scale measurements. Figures, unless witnessed by lines and points, are approximate only, and shall not be taken to regulate the dimensions of the structure of improvement. The figures, when so witnessed, are intended to show the exact dimension for the construction of the structure or improvement, but the Contractor, without extra charge, shall make such slight alterations as may be necessary to make adaptable parts fit to fixed parts, leaving all complete and in proper shape when done. It shall be the duty of the Contractor to verify all dimensions given on the Drawings, and to report any error or inconsistency to the City Engineer before commencing work.

111. Changes in the Work

a. No deviation from the Drawings and Specifications shall be made in the execution of the work without the written order and approval of the City Engineer, nor shall any work in the nature of additional work, or any work not contemplated by the Specifications or Drawings, be performed, except on written order of the City Engineer, and if any extra work be proceeded with or executed by the Contractor without previous order given in writing under the hand of the City Engineer as herein provided, no compensation for the same will be allowed. Extra work shall be defined as work not contemplated in the Contract, not covered in the Drawings and Specifications, and for which no unit prices have been stipulated.

b. Should it be deemed expedient by the City Engineer, at any time previous to commencing work, or while the work is in progress, to increase or diminish the dimensions, quantities of material or work, or alter the situation or levels, or vary from the form or dimensions of any part of said work, or vary in any other way the work herein contracted for, the City Engineer shall have full power to do so and to order and direct any such increase, diminution, alteration, or extra work to be made or performed, and without in any way deviating or affecting this Contract; and the Contractor hereby waives any claim to right to damages that the Contractor may be entitled to by reason of such changes. The Contractor shall, in pursuance of such order and directions received in writing from the City Engineer, execute the work thereby ordered and directed, and the difference in expense occasioned by such increase, diminution or alteration, shall be added to or deducted from the amount payable under this Contract.

c. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein as defined in subparagraph a. of his section) when and as ordered in writing by the City Engineer, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the City Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the City Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the City Engineer.

Division I
General Conditions

The cost of extra work done under subparagraph b. of this section shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and forepersons, and the fair rental for all machinery and equipment used on the extra work for the period of such use.

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

The fair rental of all machinery and equipment shall be based upon the most recent edition of the Michigan Department of Transportation Equipment Rental Rates (Schedule C), or a similar publication approved by the City Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Job Site or Work Location shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

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

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

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

d. The City Engineer may order the Contractor to proceed with desired changes in work provided that the net value of all such changes does not increase or decrease the original total amount shown in the Contract by more than twenty percent (20%) unless mutually agreed upon in writing by the City Engineer and the Contractor and further, that "extra work" shall not increase the original Contract by more than twenty percent (20%) in accordance with the section entitled "Unit Price Bids" under "General Instructions to Bidders."

112. Right of City to Take Over Contract

If the work to be done under this Contract shall be abandoned, or if the Contractor shall become insolvent or shall assign this Contract or subcontract the work hereunder without the written consent of the City Engineer, or if at any time the City Engineer shall be convinced

that the work is unnecessarily or unreasonably delayed, or that the Contractor is not making such progress in the execution of the work as to indicate its completion within the required time, or that the conditions or agreements of the Contract are being willfully violated or executed carelessly or in bad faith, the City Engineer shall provide the Contractor with a 24-hour notice, in writing, and, after the delivery thereof to the Contractor, the City Engineer shall then have the power and right to place additional laborers and equipment on said work and supply additional material, if necessary, and do such work as deemed advisable for the completion of this Contract, and may use any materials or implements belonging to the Contractor, or the City Engineer shall have the power and right to notify the Contractor to discontinue all work, or any part thereof, under this Contract, and upon such notifications, the Contractor shall discontinue said work, or such parts thereof, as the City Engineer may designate, and the City shall thereupon have the right and power to re-let this Contract, or any part thereof, or to employ, by contract or otherwise, and in such manner and at such prices as it may determine, any person or persons, and obtain any vehicles, applications, machinery, tools, another means of construction, and to procure all proper materials which it may deem necessary to work at and to be used to complete the work herein described; also the power to use such appliances, tools, and materials and means of construction of every description as may be found upon the line of work, both such as entered into the completed work and such as are necessarily used in and about the same in the course of construction, and to procure other proper materials for the completion of the same; and it shall charge the expense of all such labor, materials, vehicles, appliances, machinery, tools and other means of construction, and all expense of inspection and engineering and all other expenses, to said Contractor, and the Contractor shall be liable to the City for the amount of the whole cost of accomplishing the object contemplated by this Contract in excess, if any, of the amount herein agreed upon, together with such other elements of damage as may have been sustained by the City by reason of said Contractor's failure to complete and perform this Contract. In determining the liability of the Contractor hereunder, the City shall not be required to obtain the lowest figures for the work of completing the contract, but all sums actually paid for such completion shall be credited to the City, together with other elements of damage above mentioned, and the certificate of the City Engineer as to the amount of such liability shall be final and conclusive.

113. Extension of Time

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

   I. Any act or omission of the City, its officer or employees;

   II. Any act of other public authorities;

Division I
General Conditions

III. Causes not reasonably foreseeable by the parties at the time of the execution of this Contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, act of God, or the public enemy, war or other national emergency making performance temporarily impossible or illegal, acts or omissions of other contractors (but not the Contractors subcontractors), strikes and labor disputes not brought on by any act or omission of the Contractor, fires, floods, epidemics, quarantine restrictions, freight embargoes, weather of unusual severity such as cyclones or tornadoes, or excessively abnormal weather such as would interfere with the work.

b. The City Engineer will make a determination, based on the ascertained facts and the terms of this Contract, if an extension of time is justified, and, if so, will extend the time for completing the work for a period commensurate with the period of excusable delay. The determination made by the City Engineer shall be binding and conclusive on the Contractor.

114. Liquidated Damages

In the event of delay in the completion of the entire work beyond the period herein prescribed or beyond the period to which such time may be extended by the City, the City of Saginaw shall be paid the sum that is listed on the "Special Provision For Liquidated Damages." for each and every calendar day that the time consumed in said performance and completion extends beyond the final date herein specified, and this sum will be considered liquidated damages that the City will suffer by reason of said delay and default. As indicated in Article 6 of this Contract, this provision for liquidated damages applies separately to each proposal contained in the Contract.

115. Disputes

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the City Engineer for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this subparagraph all be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City Engineer of notice thereof.

b. The Contractor shall submit in detail the claim and the proof thereof. Each decision by the City Engineer will be in writing and will be mailed to the Contractor by both regular mail, email, and/or certified mail, return receipt requested.

c. If the Contractor does not agree with any decision of the City Engineer, the Contractor shall not allow the dispute to delay the work but shall notify the City Engineer promptly

Division I
General Conditions

that the Contractor is proceeding with the work under protest and may then accept the manner in question from final release.

116. Service of Notice

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

117. Qualifications of Contractor

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

118. Indemnity

The Contractor shall, at the Contractor's own expense, protect, defend, indemnify and hold harmless the City, and its officers, employees, agents, or representatives, from and against all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, resulting from the acts, omissions, or negligence of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or subcontractors, in any way connected or otherwise related to their performance or nonperformance of this Contract.

119. Insurance

During the life of the Contract, the Contractor shall obtain and maintain the required insurance and bonds as shown on the "Notice to Bidders: Consultants – Bonds – Insurance". The Contractor shall neither be awarded this contract nor commence work under this contract until he has obtained all required documents and evidence of such has been reviewed and approved by the City of Saginaw. The insurance and bond requirements set forth herein are mandatory and not subject to negotiation.

120. Patents, Royalties, Trademarks, Etc.

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

121. Performance Bonds and Payment Bonds

a. Prior to the award and within ten (10) days after the prescribed forms are presented for

signature, the successful bidder shall execute and deliver to the City of Saginaw an Agreement in the form included in the Contract Documents in such number of copies as the City of Saginaw may require.

b. Unless otherwise specified in the notice to bidders, the contractor shall furnish a performance and a payment bond. The bonds shall be required as provided by Act 213, Public Acts 1963, as amended. Performance bonds and payment bonds shall be in an amount not less than 100 percent (100%) of the total amount of the Contract, shall be executed by a corporate surety prior to award of Contract, and shall be subject to approval by the City Manager as to substance and by the City Attorney as to form. Irrespective of the provisions of Article 2 of this Contract, the Contractor shall not commence work hereunder until policies of the insurance required by Section 119 of General Conditions and the bonds required by this section shall have been furnished and approved by the City. Upon failure of the Contractor to furnish said insurance policies or bonds within ten (10) days prior to the award of the Contract by the Council, all of the Contractor's rights to the award of the Contract shall terminate unless the time for furnishing any of said instruments shall have been extended by the City Engineer; such extension shall be for good cause shown by the Contractor. Such termination shall not relieve the Contractor of his liability under his bid bond, and failure to provide the necessary surety bonds and insurance policies shall be treated as the failure of the Contractor to enter into the Contract pursuant to the Contractor's bid.

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

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

122. Facilities and Notices for Inspection

The City Engineer and duly authorized inspectors shall at all times have the right to enter the premises upon which said work is being done, or upon which material is manufactured, prepared or stored, for work under this Contract, and to inspect said work and materials, and to ascertain whether or not the construction is carried out in accordance with this Contract; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection. When any work or material is being executed or prepared away from the line of work, the City Engineer shall be notified in reasonable time

Division I
General Conditions

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

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

123. Materials and Workmanship

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as “equal to” any particular standard, the City Engineer shall decide the question of equality.

b. The Contractor shall furnish to the City Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment which the Contractor contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which the Contractor proposes to incorporate in the work (see paragraph 124: “Samples Certificates and Tests”, of Division 1, General Conditions).

c. Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall bear the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Notice Inviting Sealed Proposals, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

e. When any material has been furnished by the City, the Contractor, or the Contractor’s authorized agent, shall sign a receipt therefore, stating that the material has been received in good condition; and, after receiving such material, the Contractor shall be responsible for the material and shall protect it from the weather and from all other causes which might damage the same, in order to keep the material in as good condition as when it was received. All material broken, damaged or stolen when in the care of the Contractor shall be charged against the Contractor and the value thereof deducted from any monies that may become due the Contractor. All materials furnished by the City shall be loaded and hauled from locations as directed by the City Engineer or Employee.

124. Samples, Certificates and Tests

Division I
General Conditions

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

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

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

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

   I. The Contractor shall furnish, without extra cost, all samples required for testing purposes; furnishing shall include packing and delivery charges, except for those samples taken on the project by the Engineer;

   II. The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements;

   III. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

   IV. The City of Saginaw will pay all other expenses.

125. Permits and Codes

The Contractor shall keep fully informed of and shall at all times observe and comply with all existing or future Federal, State, or local laws or regulations, all requirements and provisions of the Charter of the City of Saginaw, and all municipal ordinances, prohibitions, rules, and regulations in any manner affecting the conduct of the work, and shall protect and indemnify

the City against any and all claims arising from or based on any violations of such laws, Charter, ordinances, prohibitions, rules, regulations, orders, or decrees and against all violations of same by the Contractor or the Contractor's officers, employees, agents, representatives, or subcontractors.

126. Care of Work

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, or the fault or negligence of the Contractor's officers, employees, agents, representatives or subcontractors, in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Saginaw.

b. In an emergency affecting the safety of life or property on or adjoining the site, the Contractor shall act, either at the Contractor's own discretion or as instructed by the City of Saginaw, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Saginaw as provided in the section entitled "Changes in the Work", in Section 111, Division I, General Conditions. In no instance shall the Contractor be paid for such emergency work where the emergency work was necessitated by the acts or omissions of the Contractor, or its officers, employees, agents, representatives, or subcontractors.

c. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures, or any other property (except that which is to be replaced or removed) either on or adjacent to the site. The Contractor shall repair at the Contractor's own expense and in manner satisfactory to the City of Saginaw, any damage thereto caused by the Contractor's operations, or the operations of the Contractor's officers, employees, agents, representatives, or subcontractors.

d. All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc. shall be sufficiently and adequately shored and supported by timber and planking, as required per contract specifications, and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at the Contractor's own expense to the satisfaction of the City Engineer.

e. The Contractor shall at all times keep excavated areas, trenches, and holes free of water during the progress of the work. All costs for the installation and operating of pumps and other necessary equipment to keep excavated areas, trenches, and holes free of water shall be borne by the Contractor.

127. Review by the City of Saginaw

The City of Saginaw, its authorized representatives and agents, shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this

contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the City of Saginaw through its authorized representatives or agents.

128. Sanitary Facilities

The Contractor shall furnish, install, and maintain ample sanitary facilities for employees and sub-contractors. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by federal, state or local law or regulation.

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

129. Water

Water for use on improvements may be procured from the nearest hydrant. Permission to open and use hydrants and water shall, however, first be obtained from the City of Saginaw or other proper jurisdiction, subject to rules and regulations of said jurisdiction; the Contractor shall furnish all necessary piping, hose and accessories and pay all water taxes, fees, and charges incidental to the opening and closing of hydrants and the use of water. Before the allowance of the final estimates, the Contractor shall present to the City Engineer a receipt from the authorizing jurisdiction's treasurer, showing that all water taxes and charges for the use of water under this Contract have been paid.

130. Stoppage of Work and Crossings

Upon any stoppage of work, all materials are to be piled up neatly so as not to impede travel upon the sidewalks or roadway, or the use of fire hydrants, and all rubbish and surplus material shall be removed immediately thereafter from the street or avenue by the Contractor. During rainy weather, the Contractor shall lay a temporary plank crosswalk across the street from sidewalk to sidewalk, such as will provide safe and dry footing for pedestrians. When so ordered by the City Engineer, the Contractor shall lay a temporary roadway or bridge sixteen (16) feet in width across the entire intersection or excavation or trench such as will provide a safe and satisfactory roadway for vehicular travel. All the aforesaid work shall be done without cost to the City other than the price paid for excavation.

131. Privileges of Contractor in the Street

a. The Contractor may occupy the whole width of the roadway between the sidewalks or the street lines. The Contractor shall not close more than three (3) blocks at one time without permission from the City Engineer. Each block of pavement or improvement shall be finished and opened to public travel as soon as practicable after the commencement of work thereon, but the use of any portion of the pavement or improvement by the public shall not be construed as an acceptance of the work, nor shall the Contractor be entitled to any damages thereby. No more than two consecutive street intersections shall be closed to public traffic at the same time, and each alternate intersection shall be opened for traffic,

Division I
General Conditions

unless otherwise ordered by the City Engineer.

b. All sidewalk approaches and the crossings at street intersections shall be kept open and always made safe and passable at all times by the Contractor for both pedestrian and vehicular travel, except at such times as the Engineer may direct otherwise.

c. The Contractor shall provide and maintain a safe and satisfactory roadway across all railway tracks at such places as required. Unless authority is otherwise given, the Contractor shall complete one side of the street before closing the other side, keeping the street open for travel and the fire department as much as possible.

132. Excavations Under Railroads

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

133. Barricades and Traffic Controls

All barricades and traffic controls for the work shall be in conformance with the 2011 Michigan Manual of Uniform Traffic Control Devices (hereafter referred to as the Manual). The Contractor shall barricade or fence the work as outlined in the Manual or as directed by the Engineer.

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

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

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

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

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

Division I
General Conditions

owing from the final payment.

134. Grade Stakes

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

135. Street Monuments

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

136. Sunday and Night Work

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

137. Test Borings, Test Holes, or Test Pits

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

138. Cleaning Up

Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises, which the Contractor has occupied during the construction period. Before the time for the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, rubbish, and all unused materials, together with all tools and equipment. Should the Contractor fail to properly clean the premises within fourteen (14) days of completion of the work, the City of Saginaw, in its sole discretion, may exercise the right to clean same, and shall charge the costs of any such clean up against the final payment to the Contractor.

139. Correcting Work

Any unfaithful work or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected and replaced immediately on the order of the City Engineer. In case any material is rejected, it shall be immediately removed from the line of work and not again brought thereon. In case the order for removal and replacing as specified above is not promptly complied with after written notice, the City Engineer shall be at liberty to remove and replace the same with proper materials, at the expense of the Contractor, and

Division I
General Conditions

the cost thereof shall be deducted from the amount due the Contractor. Any failure of the City to disapprove the work or material at the time of the inspection, or at the time of any semi-monthly or other estimate, shall not relieve the Contractor of any obligations. All work or material of whatever kind, which, during the progress of construction and before its final acceptance, may become damaged from any cause and shall be removed and replaced by the Contractor with good and satisfactory work or material; the Contractor shall bear the cost of such replacement where the replacement was necessitated by the act or omission of the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors. Should it become necessary to retain any faulty or imperfect work or material which, if corrected or replaced would cause undue risk, injury or delay, a sum to be adjusted by the City Engineer, not exceeding the whole value of such work or material if the same were correct, shall be deducted from the Contract price.

140. Accident Prevention

a. The Contractor shall always exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons and property, either on or off the site, which occur as a result of the Contractor's fault or negligence, or the fault or negligence of the Contractor's officers, employees, agents, representatives or subcontractors, in connection with the execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Saginaw may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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

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

141. Requests for Supplementary Information

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

Division I
General Conditions

142. Warranty of Title

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

143. Fair Employment Practices

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by federal, state, or local law. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by federal, state, or local law. Such action shall include but not be limited to the following: employment, upgrading, demotion, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices describing the federal, state, or local law prohibiting job discrimination.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or inclusion in other class of persons protected by federal, state, or local law.

c. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under this section.

d. The Contractor will furnish all information and reports required by the City of Saginaw, and will permit the City access to any books, records, and accounts for purposes of investigation to ascertain compliance with this section.

Division I
General Conditions

e. The Contractor shall comply with the provisions of the federal Civil Rights Act of 1964, as amended, Michigan's Elliott-Larsen Civil Rights Act, P.A. 453 of 1976, as amended, and any such other nondiscrimination law as may apply to Contractor and its activities hereunder.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be immediately cancelled, terminated, or suspended by the City, in whole or in part, and the Contractor may be declared ineligible for further contracts.

g. The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract, so that such provisions will be binding upon each such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City of Saginaw may direct as a means of enforcing such provisions, including sanctions for noncompliance.

144. Acceptance

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

145. Guarantee

The Contractor shall be responsible for and must make good any defects arising or discovered in the work or material required hereunder within one (1) year from the completion and final acceptance of such work and material, except for concrete sidewalks, new or repaired, and paving between the curb and sidewalk (driveway approaches), which shall be guaranteed for a period of five (5) years from the completion and final acceptance of such work and material. No payment, final or otherwise, shall be construed to relieve the Contractor from the obligation to make good any defect arising or discovered within such period, nor as a waiver of any specific obligation which the Contractor may assume as to the durability of the work. Nothing in this section, or elsewhere in this Contract, shall be construed as a waiver or diminishment of any statute of limitations or other time period in which the City is allowed to raise a claim against the Contractor relating to the work to be performed herein.

146. Michigan Sales & Use Tax

The Contractor shall include and be deemed to have included in the 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 obtain a refund or drawback, in whole or in part, of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof, and the amount of such reduction whether as a refund or otherwise shall ensure solely to the benefit of the City of Saginaw.

147. Final Inspection

Division I
General Conditions

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

NOTICE TO BIDDERS

Consultants - Insurance - Bonds

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

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

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

REQUIRED/APPLICABLE INSURANCE – NO EXCEPTIONS

COMMERCIAL GENERAL LIABILITY (C.G.L.)

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY (O.C.P.)

UMBRELLA LIABILITY

AUTOMOBILE - WORKMAN'S COMPENSATION

REQUIRED BONDS – Over $50,000 - NO EXCEPTIONS

PAYMENT BOND – S-215-AIA-A312 (11/10), S-215-AIA-A312 (11/10) or current version is required, no substitutions allowed.

PERFORMANCE BOND - A-2100-AIA-A312 (11/10) or current version is required, no substitutions allowed.

MAINTENANCE BOND – IF REQUIRED (See Individual contract)

The City of Saginaw does not provide the required bond forms.

Additional information:

Upon failure of the Contractor to furnish said insurance policies or bonds within ten (10) days prior to the award of the Contract by the Council, all the Contractor's rights to the award of the Contract shall terminate unless the time for furnishing any of said instruments shall have been extended by the City Engineer; such extension shall only be for good cause shown by Contractor.

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

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

INSURANCES REQUIRED

INDEMNITY

The Contractor shall, at the Contractor's own expense, protect, defend, indemnify and hold harmless the City, and its officers, employees, agents, or representatives, from and against all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, resulting from the acts, omissions, or negligence of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or subcontractors, in any way connected or otherwise related to their performance or nonperformance of this Contract.

INSURANCE

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

Commercial General Liability (cgl)
Automobile
Workman's Compensation
Umbrella Liability
Owner's and Contractor's Protective Liability (ocp)
*Builder's Risk (when applicable)
*Pollution Coverage (when applicable)
*The City will specify when such coverage is applicable.

All insurers shall have at least an A- (excellent) rating by A.M. Best or acceptable to the City and be written on an occurrence basis.

Contractor agrees to name and require its subcontractors to name the City of Saginaw, its officers, employees, agents, or representatives, as additional insureds on Contractor's and its subcontractors' general liability and umbrella/excess insurance policies, with primary, non-contributory coverages, and including coverage for products-completed operations hazards and for ongoing work. The policy shall include a per project aggregate. The Additional Insured endorsement shall be as broad as ISO's (CG 20 10 11/85) or a combination of ISO's Scheduled Ongoing Operations (CG 20 10 10/01) and Scheduled Completed Operations (CG 20 37 10/01). All of Contractor's insurance policies shall contain terms waiving subrogation rights against the City of Saginaw its officers and employees. Proof of the waiver of subrogation for each insurance policy shall be by endorsement. The Contractor shall include this waiver of subrogation in contracts with its Subordinate Parties.

For General Liability and Umbrella Coverage
Contractor shall maintain, for a period of six years after completion of all Work on the project General Liability and Umbrella coverage.

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

b. All certificates of insurance issued for this contract shall contain the following information in addition to stating the type of insurance and the amount of coverage.

I. The Contract number and description of work covered by the insurance.

II. The insurance must be in a form acceptable to the City and the deductible shall not exceed $5,000.00, unless otherwise approved by the City.

III. Thirty (30) days' notice in writing of any cancellation, termination or change of condition of the policy.

c. Certificates of Insurance must be presented prior to commencing any work under this contract, as well as upon request by the City during or after the Project; however, Contractor's failure to submit the required Certificate of Insurance, or failure to have the Certificates of Insurance identify the required coverage, does not excuse Contractor from procuring the required insurance. The Contractor shall be responsible for and pay any deductibles or self-insured retention amounts. The Contractor's insurance policies shall provide for 30 days written notice to the City for cancelation or any change in coverage. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, Contractor shall supply the City with new and replacement certificate(s) of insurance as proof of renewal of said original policy showing compliance with minimum insurance requirements below.

d. Commercial General Liability and Owner's and Contractor's Protective Liability. The Contractor shall procure and shall maintain during the life of this contract Commercial General Liability, and Owner's and Contractor's Protective Liability insurance with limits of liability not less than the amounts listed on the following page.

e. Automobile Insurance: The Contractor shall procure and maintain during the life of this contract Automobile Insurance with limits of liability not less than the amounts listed on the following page.

f. Workman's Compensation: The Contractor shall procure and maintain during the life of this contract Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

g. Umbrella and/or Excess Liability: The Contractor shall procure and maintain during the life of this contract Umbrella and/or Excess Liability with limits of liability not less than the amounts listed on the following page.

h. Builder's Risk: (when applicable). The Contractor shall procure and maintain during the life of this contract Builder's Risk Insurance equal to one hundred percent of the completed value of the structures.

i. Pollution Coverage: The Contractor or the Subcontractor who actually performs the work shall carry pollution insurance in the amount of $1,000,000.00 (or such other limit as may be determined in the sole discretion of the City Engineer) where the project involves Asbestos, Environmental or Lead abatement or such other work where the City specifies that pollution insurance is necessary.

INSURANCE LIMITS

General Liability Limits

$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury
$2,000,000	General Aggregate
$2,000,000	Products and Completed Operations Aggregate

Automobile

$1,000,000	Each Accident

Umbrella and/or Excess Liability

$5,000,000	Occurrence/Aggregate

Owner's and Contractor's Protective Liability

$1,000,000	Occurrence
$2,000,000	Aggregate

The following language applies as it pertains to limits:

Should the Contractor have an insurance policy with limits of liability or coverage greater than or in addition to those required by the contract, then those higher limits of liability and coverage in the Contractor's policy shall apply.

The Contractor is responsible for USHL coverage for workers compensation if required by law.

The umbrella/excess policy can be used to meet underlying requirements and must follow form.

NOTICE TO BIDDERS

IRAN ECONOMIC SANCTIONS ACT:

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

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

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

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

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

NOTICE TO BIDDERS

§ 14.36 PREFERENCE FOR LOCAL BIDDERS.

(A) (1) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all terms of their original bid.

(2) A lowered bid by a Saginaw-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered.

(B) If such a Saginaw-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Saginaw-based business with a bid within 5% of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all other terms of their original bid.

(C) If no responsive and responsible Saginaw-based businesses within 5% of the lowest bid agree to reduce their bids, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

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

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

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

(G) Local preferences shall not be applied in cases of procurements funded, even in part, with federal dollars, unless such procurement is for architectural and engineering services. When contracting for architectural and engineering services, local preference may be a selection criterion provided its application leaves an appropriate number of qualified vendors, given the nature and size of the project, to complete the contract.

See Title 1: Administrative Code - Chapter 14: Finance and Purchasing

NOTICE INVITING SEALED BIDS

Bid/Contract Number – C-1722
C-1722 2026 ADA Ramp Project
FOR THE DEPARTMENT OF PUBLIC SERVICES, ENGINEERING DIVISION, CITY OF SAGINAW, MICHIGAN. Sealed bids will be received by the City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan 48601, **until 3:00 p.m., Tuesday, March 17, 2026**, and then publicly opened for the DEPARTMENT OF PUBLIC SERVICES, ENGINEERING DIVISION – C-1722 2026 ADA Ramp Project

Remove and replace 4" & 6" sidewalk, remove and replace ADA sidewalk ramps, and furnish labor, tools, equipment, and materials as required to perform the work as specified in the contract documents.

Direct any questions to Travis Hare, City Engineer, via email at engineer@saginaw-mi.com, before 3:00p.m. on March 10, 2026.

To access downloadable contract documents, go to the City of Saginaw's website at https://www.saginaw-mi.com/Bids.aspx. There is **no charge** for these downloadable documents. For a hard copy of the contract documents, call the City Engineer's office at 989-759-1410. The office is in the lower level of the Public Works Service Center building, 1435 S. Washington Avenue, Saginaw, Michigan 48601. There is a **$125.00 non-refundable** charge for a hard copy of the contract book and drawings with an additional charge of **$25.00** to cover the mailing. Checks must be made payable to "Treasurer, City of Saginaw" and mailed to the City Engineer, 1315 South Washington Avenue, Saginaw, Michigan 48601.

All vendors are subject to the provisions of the City's Purchasing, Contracting, and Selling Procedure Ordinance, Title I, Chapter 14, §14.30-14.45, of the Saginaw Code of Ordinances. For disability accommodation, please call 989-759-1410.

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

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

Contract amounts totaling $100,000 or more will require a certified check, cashier's check, or surety company bid bond in an amount of five percent **(5%)** of the total bid to be submitted with the bid as security for the acceptance and execution of the contract.

The successful bidder on a contract of $50,000.00 or more will be required to furnish surety company bonds as follows:
First - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw to insure the construction and completion of the entire work according to the proposal and contract.
Second - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw for the protection of the subcontractors and labor and material suppliers, according to the statute of the State of Michigan at that time in effect.

The City of Saginaw reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the Sealed Bid Instructions. Bidders are required by the City's Purchasing, Contracting, and Selling Procedure Ordinance to submit documentation concerning their current work force and past employment practices and to subscribe to a statement furnished by the City indicating compliance with the Ordinance.

Kim Jaime, Purchasing Officer

CITY OF SAGINAW, MICHIGAN
BID FORM

C-1722 2026 ADA Ramp Project

To the City of Saginaw Date:_____

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

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

Prior to and contingent upon award of a contract of $50,000.00 or more, the undersigned further agrees to furnish a surety company performance bond in the sum of not less than 100 percent (100%) of the total amount of the contract company to secure the faithful performance of the Contract and, when required, a surety company labor and material bond in the sum of not less than 100 percent (100%) of the total amount of the Contract for the protection of subcontractors, labor and material suppliers, according to the laws of the State of Michigan at that time in effect. Said signed Contract, surety company bonds, and insurance shall be furnished within ten (10) days from date of notification by the Engineering Division of acceptance of the proposal submitted. The Contract cannot be fully awarded by City Council without the return of these executed documents.

In compliance with the requirements of said notice, this proposal is accompanied by an **original** bid bond, bank money order, certified check, or cashier's check in the sum of five percent (5%) of total bid to guarantee that a contract will be entered into if the above proposal is accepted, and the contract awarded to the undersigned.

52.222-21 Prohibition of Segregated Facilities.

As prescribed in 22.810(a)(1), insert the following clause:

Prohibition of *Segregated Facilities* (Apr 2015)

(a) *Definitions*. As used in this clause

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, *sexual orientation*, *gender identity*, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any *segregated facilities* at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where *segregated facilities* are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor *shall* include this clause in every subcontract and *purchase order* that is subject to the Equal Opportunity clause of this contract.

(End of clause)

Parent topic: 52.222 [Reserved]

	DESCRIPTION	APPX. QUANT.	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization Max ($12,000)	1	LSUM		
2	_#4 Dowel, L=18inch	148	Ea		
3	Curb and Gutter, Rem	92	Ft		
4	_Saw cut_Conc	1166	Ft		
5	_Decorative concrete, colored and stamped	100	Sft		
6	Pavt, Rem	14	Syd		
7	Sidewalk, Rem	410	Syd		
8	Subgrade Undercutting, Type II	20	Cyd		
9	Sidewalk Grading, Modified	390	Syd		
10	Aggregate Base, 4 inch	175	Syd		
11	Hand Patching	10	Ton		
12	Curb and Gutter, Conc, Det F4	95	Ft		
13	Detectable Warning Surface Black, Cast Iron	375	Ft		
14	Sidewalk, Conc, 4 inch	50	Sft		
15	Sidewalk Ramp, Conc, 7 inch, Modified	3445	Sft		
16	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	12	Ea		
17	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	12	Ea		
18	Pedestrian Type II Barricade, Temp	20	Ea		
19	Minor Traffic devices	1	LSUM		
20	Plastic Drum, Fluorescent, Furn	20	Ea		
21	Plastic Drum, Fluorescent, Oper	20	Ea		
22	Turf Establishment, Performance	120	Syd		

TOTAL BID _____

Please check the MDOT Work Pre-Qualification Classification that your company holds. Your company and all sub-contractors must hold one of these classifications or your bid will be rejected, upon final review at the MDOT site.

B. CONCRETE PAVING _____

Ba. CONCRETE PAVEMENT PATCHING AND WIDENING _____

J. MISCELLANEOUS CONCRETE ITEMS _____

Cb. HOT MIX ASPHALT/BITUMINOUS PAVING _____

OTHER NOT LISTED _____

Sidewalk and ADA Ramp replacement locations are City wide. Location Map will be available in the City's Engineering Office upon request. The property owners have been notified that the repair is their responsibility and that the City is hiring a contractor to perform the work. Some locations may have been completed prior to the start of the contract, so actual repair locations and quantities may change as the contract progresses.

In accordance with the provisions of "Public Act 524 of 1980".

I do hereby designate _____ (name of representative) to submit a written request for progress payment during the duration of this contract.

The Contractor shall start work as specified in the Progress Clause, or as directed by the City Engineer. In no case, shall any work commence prior to receipt of formal Notice to Proceed from the City.

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

_____ Individual

_____ Partnership

_____ Corporation

Incorporated under the laws of the State of _____

_____ Limited Liability Company

Formed under the laws of the State of _____

The undersigned does hereby agree to honor this bid until September 11th, 2026

Michigan's Iran Economic Sanctions Act:
The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified on page #39 of this document. Further information on this Act can be viewed at (http://www.state.gov/j/ct/list/c14151.htm and https://www.legislature.mi.gov/(S(qnwpjcm0uyo1f2fhz0w1mlyq))/mileg.aspx?page=GetObject&objectname=mcl-Act-517-of-2012)

_____
(Signature)

_____
(Printed name)

_____
(Title)

This sheet must be included, or the bid will be disqualified.

By submitting a response to this request for proposal, the Contractor agrees to the terms and conditions set forth herein. Any changes made to such terms and conditions by Contractor in its response may result, at the City's sole discretion, in the Contractor's disqualification.

The successful Contractor will conform to all Contract specifications and requirements which are attached and incorporated as part of this bid. The City reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the sealed bid instructions. Additionally, (if applicable) we reserve the right to add or delete any items(s) and/or service from this bid to the best benefit of The City of Saginaw.

By signature, the Contractor acknowledges that the signer below has complete authority to execute the bid on behalf of the Contractor and that the bid is genuine and not collusive in any manner; and that no other bidders were improperly induced to refrain from bidding or induced to submit a sham bid; and that the Contractor agrees to have withheld from any payment due them, any amounts owed for taxes or other charges due the City of Saginaw; and that successful bidders are subject to mandatory City of Saginaw income tax withholdings.

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

Check List

Iran Sanctions sheet Signed and included	Yes	No
Bid Form Signed and included	Yes	No
2nd Copy of Bid form included	Yes	No

Applies ONLY if an addendum(s) has been issued for this project

Addendum(s) Cover Sheet		
#1 – 1st page is signed and included	Yes	No
#2 – 1st page is signed and included	Yes	No
#3 – 1st page is signed and included	Yes	No

This sheet must be included, or the bid will be disqualified.

CONTRACT

CITY OF SAGINAW, MICHIGAN

This Contract is entered into on this _ day of _____, 2026, between **(name of contractor),** of _____ (hereinafter "Contractor"), and the City of Saginaw, 1315 S. Washington Avenue, Saginaw, Michigan 48601 (hereinafter "City"), for **(2026 ADA Ramp Project), (C-1722).**

WHEREAS, Contractor, at a regular meeting of the Council of the City of Saginaw, held on April 13, 2026, was awarded the contract for furnishing the necessary labor, equipment, materials, and construction for the completion of **(2026 ADA Ramp Project), (C-1722**).

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

Article 1. SUBJECT MATTER. Contractor shall furnish all the materials, except those specified to be furnished by the City, and perform all the work for **(2026 ADA Ramp Project), (C-1722)** as listed on the Table of Contents, and as shown on the drawings prepared by the Department of Public Services, Engineering Division, and described in the specifications, and in accordance with the general conditions, the general instructions to bidders, the notice inviting sealed proposals and the proposal, all of which are hereby made a part of this Contract by reference as though fully set forth herein. The Contractor acknowledges Contractor has received a copy of all such documents.

Article 2. COMMENCEMENT OF WORK. The Contractor shall start work as specified in the Progress Clause**,** or as directed by the City Engineer and the work shall be carried on with due diligence, at such points and at such times and seasons, and with such force and in such manner as to secure the completion in accordance with the Progress Clause, the time of beginning, rate of progress and the time of completion being essential conditions of this Contract.

Article 3. PAYMENT. It is hereby mutually agreed that the City shall pay, and the Contractor receive, the sum of **$Numerical amount,** same being the amount named in the Contractor's proposal or bid as full compensation for labor and materials required in executing all the work contemplated in this Contract, subject to additions and deductions, as provided in the specifications.

Article 4. ESTIMATES. The City hereby agrees to make payment under the restrictions and limitations herein contained, from time to time, on account of performance of this contract, by orders drawn upon the proper fund of the City, paying NINETY PERCENT (90%) thereof on the basis of estimates made by the Department of Public Services & Engineering semi-monthly as the work progresses, and approved by the City Engineer. Said estimates shall be made in writing and shall only include work done and material in place and shall not include completed work which, in the opinion of the City Engineer, is not advisable, for the protection of the City, at that time to make payment on, and such estimates may be altogether withheld when, in the opinion of the City

Engineer, work does not progress in accordance with the provisions of this Contract; and the making and furnishing of such estimates shall not be deemed or construed as an acceptance of any part of the work under this Contract. The City Engineer may authorize the reduction of the amount so withheld so that total payment equals NINETY-FIVE PERCENT (95%) of the estimate where the City Engineer shall find that the retention of FIVE PERCENT (5%) of the estimate is sufficient to protect the City, but the total amount so retained shall not in any event be reduced to less than FIVE PERCENT (5%) of the contract price above stated.

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

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

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

A. At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the Contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the Contractor.
B. At any time after ninety-four percent (94%) of work under the Contract is in place, whether there has been an unacceptable delay by the Contractor in performance of the remaining six percent (6%) of work under the Contract. The agent shall consider the terms in the Contract and procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable improvement practices in the industry for completion of the project.

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

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

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

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

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

By their signatures below, the parties certify the persons signing on behalf of their respective party has the authority to do so. The parties hereto have executed this Contract the day and year first above written.

CONTRACTOR	**CITY OF SAGINAW**
	By:_____
	Timothy Morales
By:_____	**City Manager**
Name: _____	
Title: _____	

CITY OF SAGINAW

SCOPE OF WORK

COS: TJH MARCH 2026

C-1722 2026 ADA RAMP PROJECT

Rehabilitation of ADA Ramps throughout the city with detectable warning plate replacement including pavement removal, concrete work, earthwork, subbase, aggregate base, curb and gutter, sidewalks, ADA sidewalk ramps, and restoration.

#	INTERSECTION	CORNER	TOTAL PER INTERSECTION
1	Adam St and Hamilton St	North	One (1)
2	Hamilton St and Mackinaw Sy	North and West	Two (2)
3	Court St and Hamilton St	North and West	Two (2)
4	Court St and Michigan Ave	North, West and South	Two (2)
5	N Franklin st and E Genesee Ave	Northeast	One (1)
6	Baum St and E Genesee Ave	Southwest	One (1)
7	N Jefferson Ave and Tuscola St	Northeast, Northwest and Southwest	Three (3)
8	Hamilton St and Hancock St	North, South, East and West	One (1)
9	E Genesee Ave and Jefferson Ave	Southwest	One (1)
10	Hamilton st and Van Buren St	North, South, East and West	Two (2)
11	Van Buren St and Michigan Ave	South	One (1)
12	W Genesee Ave and N Michigan Ave	Southwest	One (1)
13	N Michigan Ave and Oak st	North and Southeast	Two (2)
14	Michigan Ave and Madison	North	Two (2)
15	Cass st and Hamilton st	South	One (1)
16	Genesee and Weadock	South	One (1)
TOTAL location			Twenty-four (24)

Traffic control will be the responsibility of the Contractor. 48-hour notice to the City is required for any closures or lane shifts. All local roads listed will be closed to through traffic with no posted detour required, while maintaining local access. Patches must be completed and the roadway open to traffic within 72 hours of removals.

CITY OF SAGINAW

PROGRESS CLAUSE

(TJH) 1 of 2 March 2026

Start work on or after April 14th , 2026 or as directed by City Engineer. All work must be completed on or before November 14th , 2026 as shown on the Notice to Proceed, with the exception of seeding, to be completed by November 27, 2026 and turf establishment which shall be completed by May 28, 2027. In no case, shall any work commence prior to receipt of formal notice of award by the City.

Work is prohibited on City of Saginaw holidays and between the hours of 3 PM the day prior to the holiday and 7 AM the day after the holiday. Unauthorized work performed during prohibited time shall not be paid for.

2027	New Year's Day
2027	Martin Luther King Day
4/3/2026	Good Friday
5/25/2026	Memorial Day
7/4/2026	Independence Day
9/7/2026	Labor Day
11/11/2026	Veterans' Day
11/27/2026	Thanksgiving
12/24/2026	Christmas Eve
12/25/2026	Christmas Day
12/31/2026	New Year's Eve

Submit a complete, detailed, and signed MDOT Form 1130, Progress Clause. The Progress Schedule shall be submitted to the City of Saginaw five (5) days prior to the meeting.

The progress schedule submittal shall include, at a minimum, the controlling work items for the completion of the project and the planned dates or work days that these work items will be the controlling operations. All contract dates, including opened to traffic, the final project completion dates, and any other controlling dates must be included in the project schedule.

Failure by the Contractor to meet interim, final, and/or any stage completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10 of the Standard Specifications for Construction, and the special provisions included in the proposal.

After award and prior to the start of work, the Contractor must attend a pre-construction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer after submittal of MDOT Form 1130. The project Engineer will arrange the day, time, and place for the pre-construction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

CITY OF SAGINAW

PROGRESS CLAUSE

(TJH) 2 of 2 March 2026

The named subcontractor(s) for designated and/or specialty items, as shown in the proposal, is recommended to be at the pre-construction meeting if such items materially affect the work schedule.

No unnecessary stoppages in work will be allowed once work has begun at the site.

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

CITY OF SAGINAW

SPECIAL PROVISION

FOR

TECHNICAL SPECIFICATIONS

TJH **1 of 1** **MARCH 2026**

The technical specifications for this project shall be in accordance with the 2020 Standard Specifications for Construction of the Michigan Department of Transportation, hereinafter referred to as the "STANDARD SPECIFICATIONS", the latest MDOT standard road plans, and Traffic and Safety standard plans.

The placement of permanent and temporary pavement markings, and temporary signing for work zones shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, 2011 Edition.

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. City and MDOT Special provisions
2. MDOT Supplemental specifications
3. Project plans and drawings
4. MDOT Standard plans
5. MDOT Standard specifications

CITY OF SAGINAW

BIDDER PRE-QUALIFICATIONS – MDOT

TJH/SIDEWALKS **1 OF 1** **MARCH 2026**

All bidders must be Michigan Department of Transportation (MDOT) prequalified in one of the listed Work Classifications below to bid on this project. If your company or any of the listed sub-contractors is not pre-qualified by MDOT your bid will be rejected. The MDOT site will be checked for compliance.

https://www.michigan.gov/mdot/0,4616,7-151-9625_21539_21545---,00.html

B. CONCRETE PAVING
(Section 602 Standard Specifications)
This work shall consist of constructing a jointed portland cement concrete pavement, base course or shoulder, with or without reinforcement, as specified; large, road work.

Equipment: Major paving equipment (slipform).

Ba. CONCRETE PAVEMENT PATCHING AND WIDENING
(Section 603 Standard Specifications)
This work shall consist of repairing portions of a concrete pavement with portland cement concrete with or without reinforcement, as required, and with the type of joint specified. This would include miscellaneous concrete pavement, widening, turn lanes, and pavement patching and repair.

Equipment: Compaction equipment, drilling machine (dowel bars), forms, concrete saws, self-powered screed.

J. MISCELLANEOUS CONCRETE ITEMS
(Sections 801-804 Standard Specifications)
This work shall consist of constructing concrete curb, curb and gutter, sidewalk, barrier wall, driveways, sidewalk ramps, and other incidental construction.

Equipment: Backhoe, compaction equipment, excavator, forms, loader, paver (C&G slipform).

Cb. HOT MIX ASPHALT/BITUMINOUS PAVING
(Sections 501-504, 805, 806, 814 Standard Specifications)
This work shall consist of preparing the existing pavement and constructing HMA/Bituminous pavements, shoulders, and approaches. Also includes paver placed surface seal, HMA curb, HMA shared-use paths, paved ditches.

Equipment: Pressure distributor, pavers, compaction equipment (pneumatic and vibratory rollers), trucks

CITY OF SAGINAW

SUB-CONTRACTOR PRE-QUALIFICATIONS – MDOT

TJH/SIDEWALKS **1 OF 1** **MARCH 2026**

List the MDOT Work Pre-Qualification Classification that your company holds. If the sub-contractor does not hold an MDOT Pre-Qualification they are not allowed to work on the project. If the Prime wants the sub-contract employees to work, they must be on the prime contractor's company payroll with the work pre-qualification.

B. CONCRETE PAVING
Ba. CONCRETE PAVEMENT PATCHING AND WIDENING
J. MISCELLANEOUS CONCRETE ITEMS
Cb. HOT MIX ASPHALT/BITUMINOUS PAVING

OTHER

Company Name/Address/Phone	**Pre-Qualification**

NOTICE TO BIDDERS

UTILITY COORDINATION

COS: TJH 1 of 1 APRIL 2026

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05.E of the 2020 MDOT Standards Specifications for Construction.

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

UTILITY	OWNER	CONTACT PERSON
Gas/Electric	Consumers Energy Co. 2400 Weiss Street Saginaw, MI 48602	Sam Oliveri (gas) (517) 915-8819 Sam.Oliveri@cmsenergy.com Virgie Downs (electric) Cell:(989)245-6241 (989)791-5938 Virgie.Downs@cmsenergy.com Alan Lindquist (transmission) (517)788-0534
Telephone	AT&T 309 S. Washington Ave. Saginaw, MI 48607	Mike McLane C:(810) 938-3143 O:(810) 768-0109 mm6798@att.com
Sewer & Water	City of Saginaw 1701 S. Jefferson Ave. Saginaw, MI 48601	Tony Folino (989) 759-1611 tfolino@saginaw-mi.com
Traffic Signals, Signs, Street lights	City of Saginaw 1435 S. Washington Ave. Saginaw, MI 48601	Joe Nugent (989) 737-5583 jnugent@saginaw-mi.com
Cable/ Television	Charter Communications 1480 S. Valley Center Drive Bay City, MI 48706	Mark Kelly (989) 667-0611 mark.kelly@charter.com

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

CITY OF SAGINAW

SPECIAL PROVISION

FOR

LIQUIDATED DAMAGES

COS:TJH **1 OF 1** **MARCH 2026**

GENERAL REQUIREMENT

All work shall be accomplished in accordance with section 108 of the Michigan Department of Transportation 2020 Standard Specifications for Construction and as modified herein.

DESCRIPTION

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

SCHEDULE OF LIQUIDATED DAMAGES	
ORIGINAL CONTRACT AMOUNT	**LIQUIDATED DAMAGES (per calendar day)**
$ 0 to $ 100,000	$500
$ 100,000 to $ 500,000	$800
$ 500,000 to $ 1,000,000	$1000
$ 1,000,000 to $ 5,000,000	$1500
$5,000,000 to $15,000,000	$2000
Over $15,000,000	$4000

ASSESSMENT OF LIQUIDATED DAMAGES

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

CITY OF SAGINAW

SPECIAL PROVISION
FOR
SIDEWALK, REM, MODIFIED

COS/EP **1 OF 1** **January 2022**

General Requirements

This work shall be in accordance with the requirements of Section 204 of the Michigan Department of Transportation Standard Specifications for Construction, except as modified herein.

Description of Work

Sidewalk, Rem, Modified consists of the removal and disposal of existing sidewalk as specified on the plans, in the proposal, or as directed by the Engineer. Sidewalk, Rem, Modified shall be performed in accordance with the Standard Specifications, except that additional payment will not be made for removal of sidewalk greater than 6 inches in thickness regardless of depth.

Measurement and Payment

The completed work as measured for **Sidewalk, Rem, Modified** will be paid for at the contract unit price for the following item (Pay Item).

Pay Item	Pay Unit
Sidewalk, Rem, Modified…….....	Square Yard

Sidewalk, Rem, Modified will be measured by area in square yards of surface to be removed, regardless of depth of material being removed, and regardless of status or type of the underlying material and will be paid for at the contract unit price per square yard which price shall be payment in full for all labor, equipment, and materials needed to remove the sidewalk.

Payment for saw cutting will be included in **Sidewalk, Rem, Modified** and will not be paid for separately. Sawed joints shall extend substantially through the full thickness of sidewalk so a clean break is provided and the adjacent existing sidewalk to remain in place is not damaged. If adjacent sidewalk to remain is damaged as a result of the Contractor's operations, it shall be replaced as directed by the Engineer at the Contractor's expense.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
SIDEWALK RAMP AND DETECTABLE WARNING SURFACE, MODIFIED

SGI: MAP 1 of 3 11/20/08

a. Description. This special provision covers either or both of the following:

1. Construct sidewalk ramp(s) with detectable warning surface at the specified locations(s).
2. Retrofit existing sidewalk(s) or sidewalk ramp(s) with detectable warning surface at the specified location(s).

Complete this work according to the Standard Specifications for Construction, Standard Plan R-28 Series and this Special Provision.

b. Materials. Provide detectable warning surfaces for tactile and visual warning that contrast visually with adjacent walking surfaces. Detectable warning surfaces for ramps within the limits of decorative concrete sidewalk shall be black. Detectable warning surfaces for ramps within the limits of standard concrete sidewalk shall be Brick Red.

Use cast in place or grouted detectable warning products on newly cast concrete. Surface applied products may be used as a retrofit on existing concrete. Do not construct detectable warnings by forming or stamping in newly cast concrete.

1. Submittals.

A. Submit manufacturer's literature describing products, installation procedures and routine maintenance.

B. Submit two samples minimum 6 inches x 6 inches of the kind proposed for use.

C. Submit complete test reports from a qualified accredited independent testing laboratory to show that the materials used comply with the specifications.

2. Transporting and Handling.

A. Materials should be packaged and separated to prevent any damage during the shipping and storing processes.

B. Proper and safe storage of materials is the sole responsibility of the installation contractor or the Owner.

C. Inspect shipments upon arrival to assure that products comply with requirements, quantities are correct, and the products are undamaged.

3. Storage and Protection.
A. All materials should be stored according to manufacturer recommendations.

B. All sealants and adhesives shall be protected from freezing conditions.

C. Periodically inspect materials in storage to see that they are undamaged and are maintained under specified conditions.

Sidewalk ramps within the limits of the decorative concrete sidewalk shall match the decorative concrete sidewalk in color and pattern.

Select coloring agents, colored admixture, pigmented release agent, joint sealant, clear surface sealant, stamping equipment, anti-slip additive and all material required to construct colored, stamped concrete surfaces from the following supplier list or propose an alternate source to the Engineer for approval. Secure the approval for the final color selection for all coloring agents from the Department's Landscape Architect or the Engineer prior to beginning production.

Company	Phone
Decorative Concrete Solutions	(989) 792-9000
Stencil Systems, Inc.	(888) 423-7778
Altamar	(800) 443-2627
Brickform	(866) 792-9009

1. Color Hardener – Dry shake color hardener shall be Brick Red as approved by the Engineer. Recommended coverage is 60 lbs/100 sft.

2. Coloring Agent - Produce the colored concrete using an iron oxide type pigmented admixture conforming to ASTM C 979 added at the concrete batch plant and dry-shake color hardeners added in place. Color shall be Brick Red.

3. Release Agent - Dry-shake powder to facilitate release of imprinting tools shall be Medium Grey color.

4. Acidic Based Stain - Pre-packaged acidic based stain containing color fast metallic salts shall be Carmel color.

5. Clear Surface Sealant - Apply a low-luster, matte finish, clear coating with non-skid additive as recommended by the stamping system manufacturer to protect the imprinted concrete surface.

6. Anti-slip Additive – An anti-slip additive shall be utilized in the application of the surface sealant as recommended by the stamping system manufacturer.

7. Joint Sealant - Seal all joints with a premium-quality, three component, gun-grade, color-matched, low-modulus sealant for dynamically moving joints for exterior applications as recommended by the stamping system manufacturer.

c. Construction. Construct sidewalk ramp according to section 803 of the Standard Specifications for Construction and Standard Plan R-28 Series.

Sidewalk ramps shall be a minimum of 7 inches thick within 5' of curb and gutter.

Environmental conditions must fall within those recommended by the manufacturer in order for field operations to take place. The air and surface temperature must be a minimum of 40 degrees Fahrenheit during installation and curing of the adhesive.

Install detectable warning surfaces, (new or retrofit) according to the manufacturer's instructions and Standard Plan R-28 Series.

The sidewalk ramp area outside of the detectable warning surfaces within the limits of the decorative concrete sidewalk shall match in color and pattern.

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

Contract Item (Pay Item)	**Pay Unit**
Sidewalk Ramp, ADA, Modified	Square Foot
Sidewalk Ramp, ADA, Decorative Stamped	Square Foot
Sidewalk Ramp, Decorative Stamped	Square Foot
Detectable Warning, Retrofit, Modified	Square Foot

Sidewalk Ramp, ADA, Modified, Sidewalk Ramp, Decorative Stamped and **Sidewalk Ramp, ADA, Decorative Stamped** will be measured by the area of the ramp, in place. Ramped sidewalk includes sidewalk sloped greater than the normal continuous sidewalk grades to meet the elevation of the curb opening or an intermediate landing. Payment includes all labor, materials, and equipment required to construct the sidewalk ramp pavement as shown on the plans, including landings and monolithic rolled curbs or side flares along the longitudinal edges of the ramp or landing. Payment also includes all labor, materials, and equipment necessary to install detectable warning surface.

Replacement of all sidewalk, curb, or curb and gutter outside the area measured for **Sidewalk Ramp, ADA, Modified, Sidewalk Ramp, Decorative Stamped** and **Sidewalk Ramp, ADA, Decorative Stamped** will be paid for separately. The curb and gutter opening will be paid for as curb, or curb and gutter. Rolled curb adjacent to the non-traffic edge of parallel or combination ramps and landings will be paid for separately if the required height exceeds 18 inches along a continuous run.

Detectable Warning Retrofit, Modified will be measured by area of the detectable warning surface installed on existing sidewalks, existing sidewalk ramps or new sidewalks at specified location(s). Payment includes all labor, materials, and equipment to install detectable warning surface. If the Contractor elects to remove the existing concrete sidewalk or sidewalk ramp in conjunction with retrofitting the detectable warning device, the items of removal of sidewalk, sidewalk ramp and restoration is included in the item of **Detectable Warning, Retrofit, Modified**.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
SIDEWALK GRADING, MODIFIED

COS/EP **1 of 1** **July 2023**

Description

This work shall consist of all excavation, including earth, necessary to shape the subgrade and aggregate base to the cross-sections shown on the plans for sidewalks, curbs, drive approaches, etc. within the construction limits of the project. The work shall include proper disposal of excavated materials. This work shall also include all embankment and grading necessary to shape areas behind curb and gutter, around all drives and sidewalks to allow for placement of topsoil.

Materials

Materials used for embankment shall conform to the requirements of Sections 205 and 902 of Michigan Department of Transportation 2020 Standard Specifications for Construction.

Construction Methods

This work shall conform to the requirements of Section 205 of Michigan Department of Transportation 2020 Standard Specifications for Construction for the grading, earth excavation, embankment and density except as modified herein.

Measurement and Payment

The completed work as measured for **Sidewalk Grading, Modified** will be paid for at the contract unit price for the following contract item (Pay Item).

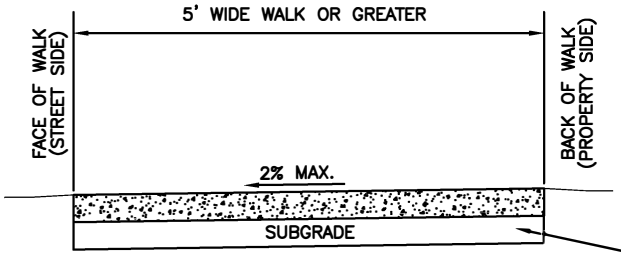
Pay Item	Pay Unit
Sidewalk Grading, Modified	Square Yard

Sidewalk Grading, Modified will be measured by square yard and depth to be as shown in the plans. Unit price shall be payment in full for all labor, equipment and materials, including embankment, excavation and disposal of excavated material needed to accomplish this work.

Approximately 100 cubic yards of earth will be excavated in front of, under, and behind the curb and gutter and sidewalk. Suitable excavated material, as determined by the engineer, may be used as fill material behind proposed curb. Approximately 30 cubic yards of embankment will be needed. Use of excavated material for fill material will be considered as included in the work of Sidewalk Grading, Modified.

SIDEWALK CONSTRUCTION DETAIL

ALL SIDEWALK AND RAMP AREAS ARE TO BE CONSTRUCTED WITH MDOT 3500 GRADE, 6 FULL STACK, CONCRETE. 3500 P.S.I. STRENGTH.

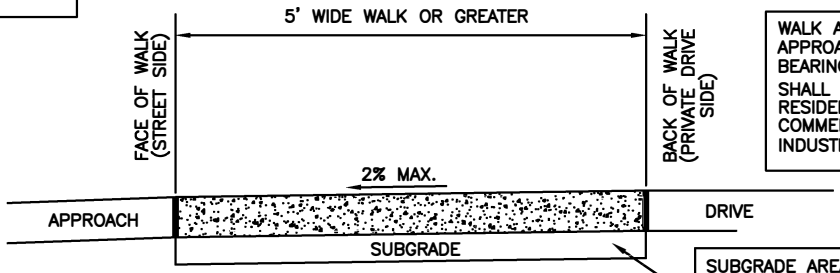


SUBGRADE AREA TO BE A CLASS II SAND MATERIAL OR 21AA AGGREGATE MATERIAL AT 4 INCH DEPTH MINIMUM TO ATTAIN FINISHED SUBGRADE ELEVATION.

FOOT TRAFFIC SIDEWALK (4")

(NON-WEIGHT BEARING)

NOTE:
ALL AREAS WHERE TREE ROOTS HAVE ALTERED THE STATE OF THE WALK AND OR RAMP SHALL HAVE SAID ROOTS REMOVED TO A DEPTH OF 4 INCHES BELOW THE FINISHED SUBGRADE OF WALK AND OR RAMP.



WALK AREA THRU EXISTING OR NEW APPROACH/VEHICLE WEIGHT BEARING AREAS
SHALL BE:
RESIDENTIAL = 6 INCHES
COMMERCIAL = 7 INCHES
INDUSTRIAL = 9 INCHES

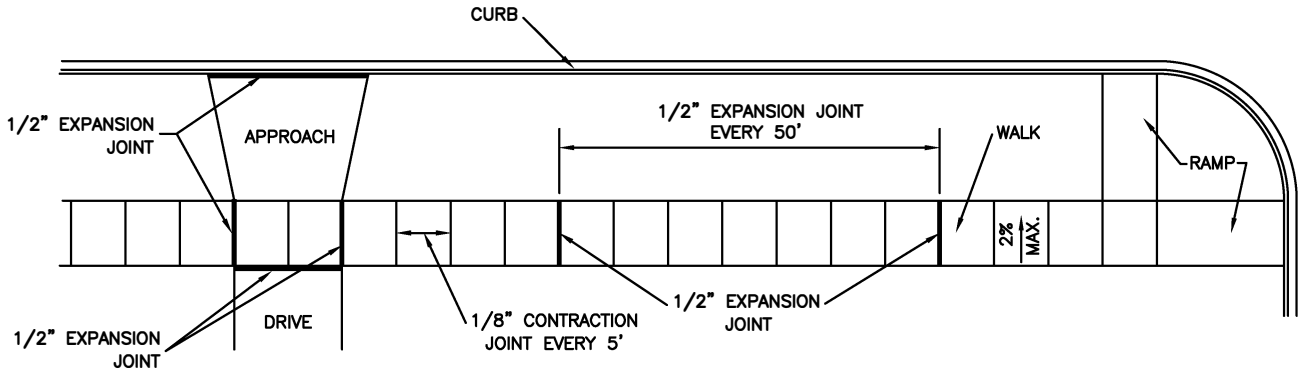
SUBGRADE AREA TO BE A CLASS II SAND MATERIAL OR 21AA AGGREGATE MATERIAL AT 4 INCH DEPTH MINIMUM TO ATTAIN FINISHED SUBGRADE ELEVATION.

VEHICLE/FOOT TRAFFIC SIDEWALK

(WEIGHT BEARING)

NOTE:

- ALL SIDEWALK AND APPROACH AREAS ARE TO BE A MDOT 3500 GRADE, 6 FULL SACK, CONCRETE WITH A 3500 P.S.I. STRENGTH.
- ALL RAMP AREAS ARE TO BE CONSTRUCTED IN ACCORDANCE TO THE MDOT STANDARD R-28-I FOR SIDEWALK RAMP AND DETECTABLE WARNING DETAIL. RAMP AREA CURB MUST BE REPLACED TO CONFORM TO SAID STANDARD. CITY OF SAGINAW CURB REPLACEMENT AND PAVEMENT SECTION REPAIRS ALSO APPLY. STANDARDS AVAILABLE UPON REQUEST FROM THE CITY OF SAGINAW ENGINEERING DIVISION.
- NO REINFORCEMENT IS ALLOWED IN THE CONCRETE WITHIN THE ROAD RIGHT OF WAY
- PRIOR TO SIDEWALK CONSTRUCTION, A SIDEWALK AND RIGHT-OF-WAY PERMIT MUST BE PURCHASED FROM THE CITY OF SAGINAW ENGINEERING DIVISION.
- CONCRETE MUST BE REPLACED 72 HOURS FROM THE TIME OF REMOVAL. NO AREAS ARE TO BE VOID OF WALK OVER THE WEEKEND.
- ALL SIDEWALK CONSTRUCTION FORMS MUST BE INSPECTED BY A REPRESENTATIVE OF THE CITY OF SAGINAW AT LEAST 24 HOURS PRIOR TO THE ORDER OF CONCRETE. INSPECTIONS ARE DONE MONDAY THRU FRIDAY FROM 7:30 A.M. TO 4:00 P.M. CALL 989-759-1410 FOR FORM INSPECTION 24 HOURS PRIOR TO ORDER OF CONCRETE.



S:\VARMAP\AUTOCAD TO BE SORTED\BLOCKS\SIDEWALK REPAIR DETAIL SHEET.DWG LAST REVISION: JULY 2018

CITY OF SAGINAW

SPECIAL PROVISION
FOR
CONCRETE SIDEWALK

COS/EP **1 of 2** **July 2023**

Description

This work shall consist of furnishing and installing sidewalk and sidewalk ramps in accordance with the Michigan Department of Transportation Standard Plans and the 2020 Standard Specifications for Construction except as modified herein.

Materials

Sidewalk, Conc, _ inch, Modified shall be constructed in accordance with Section 803 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

Materials for all concrete items shall be Concrete, Grade 3500 Six Full Sack Mix, in accordance with MDOT 2020 Standard Specifications for Construction. Cement content shall be 564 pounds per cubic yard and shall not contain any fly ash or water reducing agents.

Provide cast iron detectable warning inlays installed, according to the manufacturer's instructions and Special Detail R-28 Series. Detectable warning plates shall be black asphalt finish in decorative concrete locations and raw cast iron in all other locations, as approved by the Engineer.

Construction

Prior to beginning construction, the Contractor shall submit the name and plant location of the proposed concrete supplier for the project.

Prior to beginning construction, the Contractor shall submit mix designs for the concrete mixtures proposed for use on the project for the Engineer to review.

A 4" minimum sand base shall be constructed for all sidewalks compacted to 95% of maximum unit weight. Sand base shall be MDOT Class II granular material. Payment for the 4" minimum sand base shall be included in the contract unit price for all sidewalk items. The excavation of subbase material to place the sand subbase and provide the correct grade shall be included in the concrete pay items.

The concrete sidewalks marked for replacement shall be removed and disposed of by the contractor. All concrete used shall be in Grade 3500 Six Full Sack Mix and construction shall be in accordance with the 2020 Standard Specifications for Construction of the Michigan Department of Transportation.

Tree roots shall be cut away to a point four inches below the finished subgrade of sidewalks or drive approaches. The cut faces of all roots shall be protected by paint having an asphaltic compound base and formulated as a treatment for tree wounds. All holes formed by such root removal shall be

backfilled with MDOT Class II sand. The contractor will be responsible for removing all tree root materials immediately following the completion of work, and disposing of them in a legal manner. All concrete placed shall be cured using a white membrane curing compound and applied per MDOT specifications. All sidewalk replaced through driveways shall be either 6, 7 or 9 inches thick to match proposed driveway depth.

Measurement and Payment

The completed work will be paid for at the contract unit price for the following contract items (pay items):

Pay Item	Pay Unit
Sidewalk, Conc, _ inch, Modified	Square Foot

Sidewalk, Conc, _ inch, Modified of the type called for on the plans, will be measured in place by area in square foot. Payment for the 4" minimum sand base shall be included in the contract unit price for all sidewalk items. The contract unit price for sidewalk and ramp includes compensation for placement of sand base, furnishing, placing and curing concrete; furnishing and placing expansion joints; furnishing and placing backfill regardless of amount; and cleanup. All labor, equipment, and materials necessary to protect the concrete sidewalk from weather damage and/or vandalism shall be considered included in the pay items above.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
DECORATIVE CONCRETE RAMP

COS:TJH 1 of 3 MARCH 2021

a. Description. This work consists of constructing decorative concrete ramp and sidewalk at the locations specified on the plans or as directed by the Engineer. Complete this work in accordance with the standard specifications, except as modified herein.

b. Materials. Provide cast iron detectable warning surfaces for tactile and visual warning that contrast with adjacent walking surfaces. Detectable warning surfaces for ramps within the limits of decorative concrete sidewalk shall be black asphalt finish. Detectable warning surfaces for ramps within the limits of standard concrete sidewalk shall be raw cast iron.

Use cast in place or grouted detectable warning products on newly cast concrete. Do not construct detectable warnings by forming or stamping in newly cast concrete.

Use a single manufacturer's complete system for products and/or materials.

1. Concrete Colorant. Use complete pigment system including integral colorants, dry shake colorants, and/or release hardeners from one of the following manufacturers, or other sources as approved by the Engineer.

Brickform	989-792-9009
Decorative Concrete Resources	866-792-9000
Increte Systems	800-752-4626
L.M. Scofield Co.	586-292-1492
Prism Pigments	888-440-4250
Proline Concrete Tools	800-795-4750
Vexcon Chemicals	616-299-8897

A. Concrete Integral Color. Use a Brick Red pre-weighed and packaged coloring pigment in either powder, granular, or liquid form. Ensure that materials comply with *ASTM C 979* standards for integrally colored concrete.

B. Release Agent. Use a Medium Grey dry-shake powder to facilitate release of imprinting tools as manufactured by Brickform, Prism Pigments, or approved equal.

C. Acidic Based Stain. Pre-packaged acidic based stain containing color fast metallic salts shall be Carmel color.

2. Curing Compound. Do not use standard curing compounds on decorative concrete. Instead use a surface sealer as listed in subsection b.3 of this special provision.

3. Surface Sealer. Use a Type I, Class A solvent acrylic sealer conforming to the requirements of *ASTM C 1315* from the approved list below, or other as approved by the Engineer.

A. Brickform.

- Safety-Seal MS-5.

B. Vexcon Chemicals.

- Certi-Vex AC 1315 solvent base sealer.
- Certi-Vex Gloss Sealer FT solvent base sealer.

4. Slip resistant additive. Mix slip resistant additive with the sealer according to the manufacturer's recommendations.

A. Increte

- Shur-Grip.

B. Vexcon Chemicals

- Certi-Vex Grip.

C. H & C

- SharkGrip.

c. Equipment. To impart desired texture, use City of Saginaw mats and provide uniform control of joint depth. Use tools capable of producing the pattern(s) shown on the plans and/or as required by the Engineer.

d. Construction. Construct sidewalk ramp, curb ramp opening, and sidewalk in accordance with section 803 of the Standard Specifications for Construction and Standard Plan R-28 and R-29 Series. Install detectable warning surface in accordance with the manufacturer's instructions and Standard Plan R-28 Series.

Sidewalk ramps shall be a minimum of 7 inches thick within 5' of curb and gutter.

Environmental conditions must fall within those recommended by the manufacturer in order for field operations to take place. The air and surface temperature must be a minimum of 40 degrees Fahrenheit during installation and curing of the adhesive.

1. Preparation. Carefully lay out the locations of forms and joints, taking into consideration the orientation of the pattern as shown on the plans, intended aesthetics, and construction sequence.

2. Integral Color. Comply with the color manufacturer's published recommendations and instructions for mix designs, admixtures, concrete temperature, mixing, installing, finishing, and curing. Coordinate stamped colored concrete to ensure consistency in color, texture, and quality.

3. Release Agent. Apply powder release agent per manufacturer guidelines at the minimum rate required to cover the previously colored surface. "Liquid Antique" agent can

be used as a substitute for the dry release agent. If clear liquid release agent is to be used, apply per manufacturer guidelines. Colored powder release agent can be mixed with clear liquid and sprayed on the surface only after the imprinting has been completed, to create an accent coloring.

4. Imprint Pattern. Comply with tool manufacturer's standards and MCA practices. Lay out to proper alignment and imprint to a consistent depth while concrete is plastic. Do not allow the surface to crust over or harden before stamping. Hand-tool in areas where using imprinting tools is not practical. Vertical surface discontinuities may not exceed 0.5 inches. Bevel vertical surface discontinuities between 0.25 inch and 0.5 inch with a slope not steeper than 50 percent. Apply the bevel across the entire vertical surface discontinuity.

5. Removal of Excess Release Agent. Wash off excess release agent with normal water pressure prior to joints being cut. Remove a minimum of 80 percent of the release agent. Temperature conditions will dictate the timing of release agent removal. Dispose of any excess release agent in compliance with local regulations.

Acid washing of decorative surface may be required to achieve the desired finish as directed by the Engineer. A minimum of 36 hours after placement, apply a solution of 1 part muriatic acid to 30 parts potable water to the surface of the pavement and lightly scrub with a straw broom. Wash the surface until proper color has been achieved and then flush thoroughly.

6. Sealing Decorative Surface. Seal the surface with approved sealer in accordance with the manufacturer’s recommendations. Refer to section b.3. of this special provision for approved products and to the manufacturer’s technical data sheets for proper installation procedures, including moisture content restrictions at time of application.

e. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	**Pay Unit**
Sidewalk Ramp, Conc, __ inch, Decorative, Modified	Square Foot
Detectable Warning Surface, Modified	Foot

Sidewalk Ramp, Conc, __ inch, Decorative, Modified will be measured by the area of the ramp, in place. Ramped sidewalk includes sidewalk sloped greater than the normal continuous sidewalk grades to meet the elevation of the curb opening or an intermediate landing. Payment includes all labor, materials, and equipment required to construct the sidewalk ramp pavement as shown on the plans, including landings and monolithic rolled curbs or side flares along the longitudinal edges of the ramp or landing.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

TJH/SIDEWALKS **1 OF 2** **MARCH 2021**

General Requirements

This work shall be in accordance with the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction and as herein specified. All traffic control devices and their uses shall conform to the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

The Contractor shall furnish all labor, tools, material, and equipment. The Contractor shall erect, maintain, and upon completion of the work, remove all traffic control devices and barricade lights within the project limits and around the perimeter of the project.

The Contractor shall provide 24-hour emergency contacts to the Engineer. During non-working periods, the Contractor shall have a maximum one-hour response time for addressing issues within the work zone.

The Contractor shall notify all emergency response, City, school bus garages, or other necessary agencies of estimated duration of road closure prior to closing the road.

Walks, driveways, and entrances to buildings shall not be unnecessarily blocked. A hard surface shall be maintained for delivery personnel and vehicles. Vehicular access shall be maintained to all commercial properties as directed by the Engineer. Unless otherwise specified herein, construction shall be completed in such a manner as to maintain the required entrance width for traffic at all times.

Where directed by the Engineer, the requirements for the maintenance of through traffic, as directed by the Standard Specifications, shall also apply to the maintenance of local traffic.

Protection for and protection of pedestrian traffic shall be maintained at all times.

Access for emergency vehicles shall be maintained at all times.

Locations of all temporary signing shall be approved by the Engineer prior to placement.

Specific Requirements

Any damage occurring to the subgrade from exposure to the elements will be undercut and removed and replaced at the contractor’s expense.

The Contractor will be responsible for coordinating construction activities with all local businesses, keeping them advised, in advance of any construction activities that will affect vehicular and pedestrian movements to their business.

No work shall be performed between the hours of 10:00 pm and 7:00 am in accordance with the City Ordinance. No deviations from these restrictions will be allowed unless otherwise approved by the Engineer.

Work is prohibited on City of Saginaw holidays. Unauthorized work performed during prohibited time shall not be paid for.

Changes or adjustments in the signing provided may be necessary as determined by the Engineer. Where detour or lane shifts are necessary, City of Saginaw staff will be responsible for setting up the traffic control. Contractor shall give minimum of 72-hour notice to Engineer to ensure proper traffic control setup prior to commencement of work.

Traffic shall be maintained according to the following MDOT Maintaining Traffic Typicals:

- M0020a
- M0040a
- M0231a
- M0730a
- WZD-100-a
- WZD-125-e

Measurement and Payment

The completed work as measured will be paid for at the contract unit price for the following items (Pay Item).

Pay Item	Pay Unit
Minor Traf Devices	Lump Sum

MINIMUM MERGING TAPER LENGTH "L" (FEET)

OFFSET FEET	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)										TAPER LENGTH "L" IN FEET
	25	30	35	40	45	50	55	60	65	70	
1	10	15	20	27	45	50	55	60	65	70	
2	21	30	41	53	90	100	110	120	130	140	
3	31	45	61	80	135	150	165	180	195	210	
4	42	60	82	107	180	200	220	240	260	280	
5	52	75	102	133	225	250	275	300	325	350	
6	63	90	123	160	270	300	330	360	390	420	
7	73	105	143	187	315	350	385	420	455	490	
8	83	120	163	213	360	400	440	480	520	560	
9	94	135	184	240	405	450	495	540	585	630	
10	104	150	204	267	450	500	550	600	650	700	
11	115	165	225	293	495	550	605	660	715	770	
12	125	180	245	320	540	600	660	720	780	840	
13	135	195	266	347	585	650	715	780	845	910	
14	146	210	286	374	630	700	770	840	910	980	
15	157	225	307	400	675	750	825	900	975	1050	

THE FORMULAS FOR THE MINIMUM LENGTH OF A MERGING TAPER IN DERIVING THE "L" VALUES SHOWN IN THE ABOVE TABLES ARE AS FOLLOWS:

$$"L" = \frac{W \times S^2}{60}$$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

"L" = S x W WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 45 MPH OR GREATER

L = MINIMUM LENGTH OF MERGING TAPER
S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA
W = WIDTH OF OFFSET

TYPES OF TAPERS	TAPER LENGTH
UPSTREAM TAPERS	
MERGING TAPER	L - MINIMUM
SHIFTING TAPER	1/2 L - MINIMUM
SHOULDER TAPER	1/3 L - MINIMUM
TWO-WAY TRAFFIC TAPER	100 ' - MAXIMUM
DOWNSTREAM TAPERS (USE IS OPTIONAL)	100 ' - MINIMUM (PER LANE)

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TABLES FOR "L", "D" AND "B" VALUES

DRAWN BY: CON:AE:djf	JUNE 2006 PLAN DATE:	M0020a	SHEET 1 OF 2
CHECKED BY: BMM			
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn	REV. 08/21/2006		

DISTANCE BETWEEN TRAFFIC CONTROL DEVICES "D" AND LENGTH OF LONGITUDINAL BUFFER SPACE ON "WHERE WORKERS PRESENT" SEQUENCES

"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
	25	30	35	40	45	50	55	60	65	70
D (FEET)	250	300	350	400	450	500	550	600	650	700

GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE "B"

SPEED* MPH	LENGTH FEET
20	33
25	50
30	83
35	132
40	181
45	230
50	279
55	329
60	411
65	476
70	542

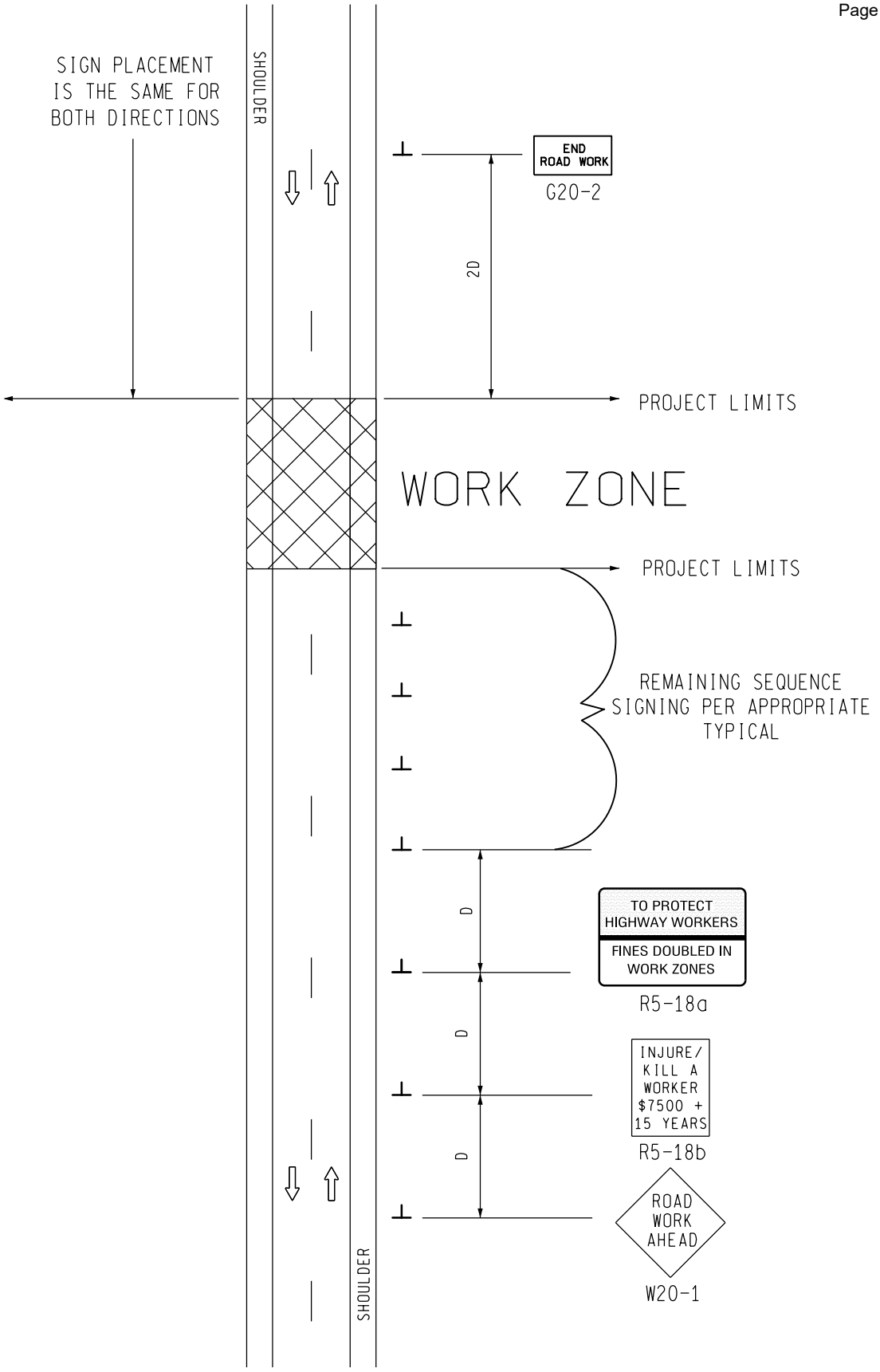
* POSTED SPEED, OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED

1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) BRAKING DISTANCE PORTION OF STOPPING SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO. THIS AASHTO DOCUMENT ALSO RECOMMENDS ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TABLES FOR "L", "D" AND "B" VALUES

DRAWN BY: CON:AE:djf	JUNE 2006 PLAN DATE:	M0020a	SHEET 2 OF 2
CHECKED BY: BMM			
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn	REV. 08/21/2006		



SIGN = 68 ft2 - TYPE B
FOR ONE DIRECTION OF TRAFFIC
W20-1 QUANTITY INCLUDED
WITH APPROPRIATE TYPICAL
FOR SEQUENCE SIGNING

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0040a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV. 10/13/2011			

NOTES

30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.

32. THESE SIGNS SHALL BE LEFT IN PLACE AT THEIR PRESCRIBED LOCATIONS FOR THE DURATION OF THE PROJECT AND UNTIL ALL TEMPORARY TRAFFIC CONTROL HAS BEEN REMOVED.

35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

SIGN SIZES

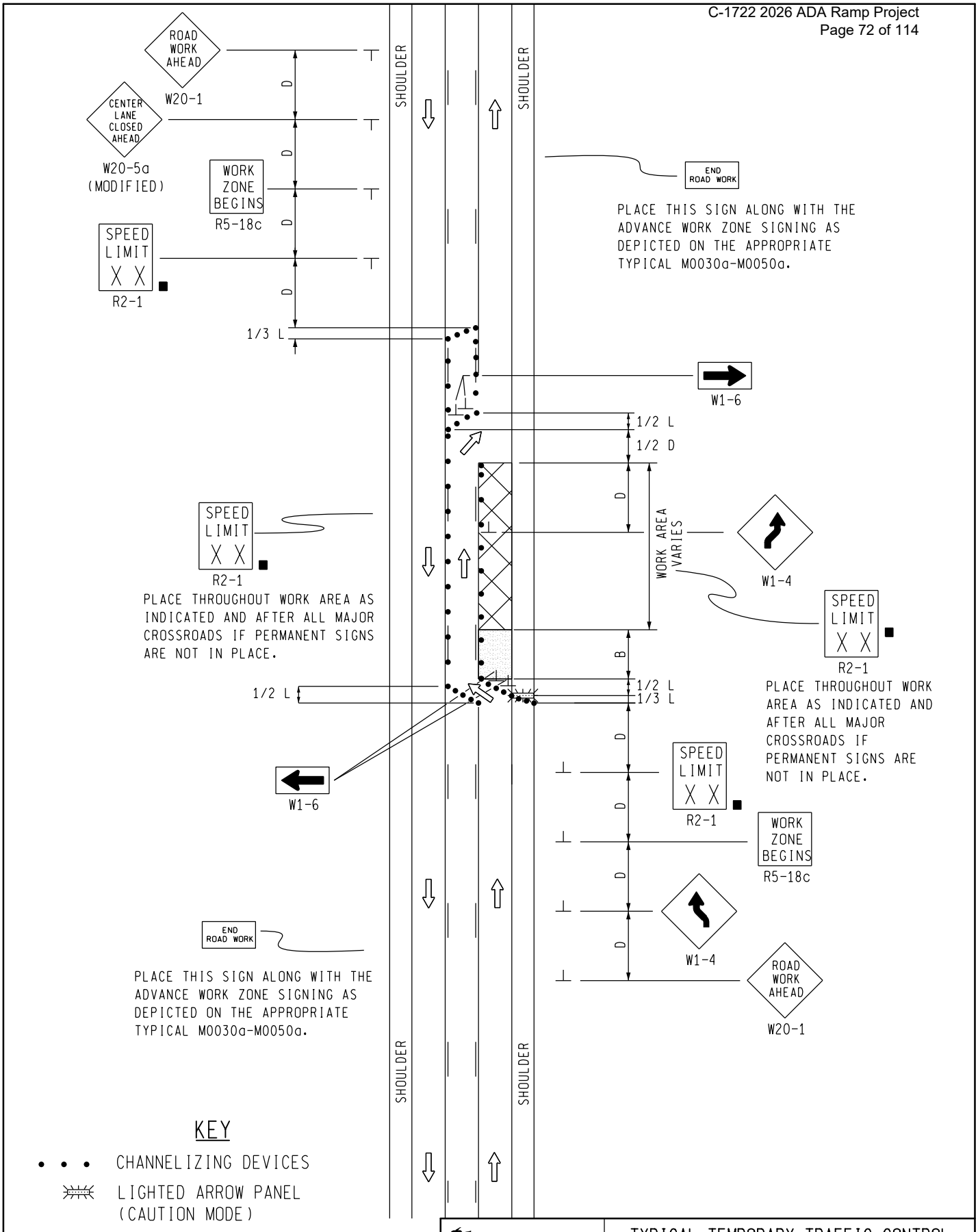
G20-2	-	48" x 24"
R5-18a	-	96" x 60"
R5-18b	-	48" x 60"
W20-1	-	48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0040a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV.		10/13/2011	



KEY

- • • • CHANNELIZING DEVICES
- LIGHTED ARROW PANEL (CAUTION MODE)
- TRAFFIC FLOW
- ■ REFLECTS EXISTING SPEED LIMIT

SIGN = 184 ft2 - TYPE B
PLUS ADDITIONAL R2-1's
THROUGHOUT WORK AREA

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLTO AND SHIFTING ONE THROUGH LANE INTO THE CLFLTO NO SPEED REDUCTION

DRAWN BY: CON:AE:DJF	OCTOBER 2011	M0231a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		

FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011

NOTES

1F. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
1/2 L, AND 1/3 L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.

6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.

7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

SIGN SIZES

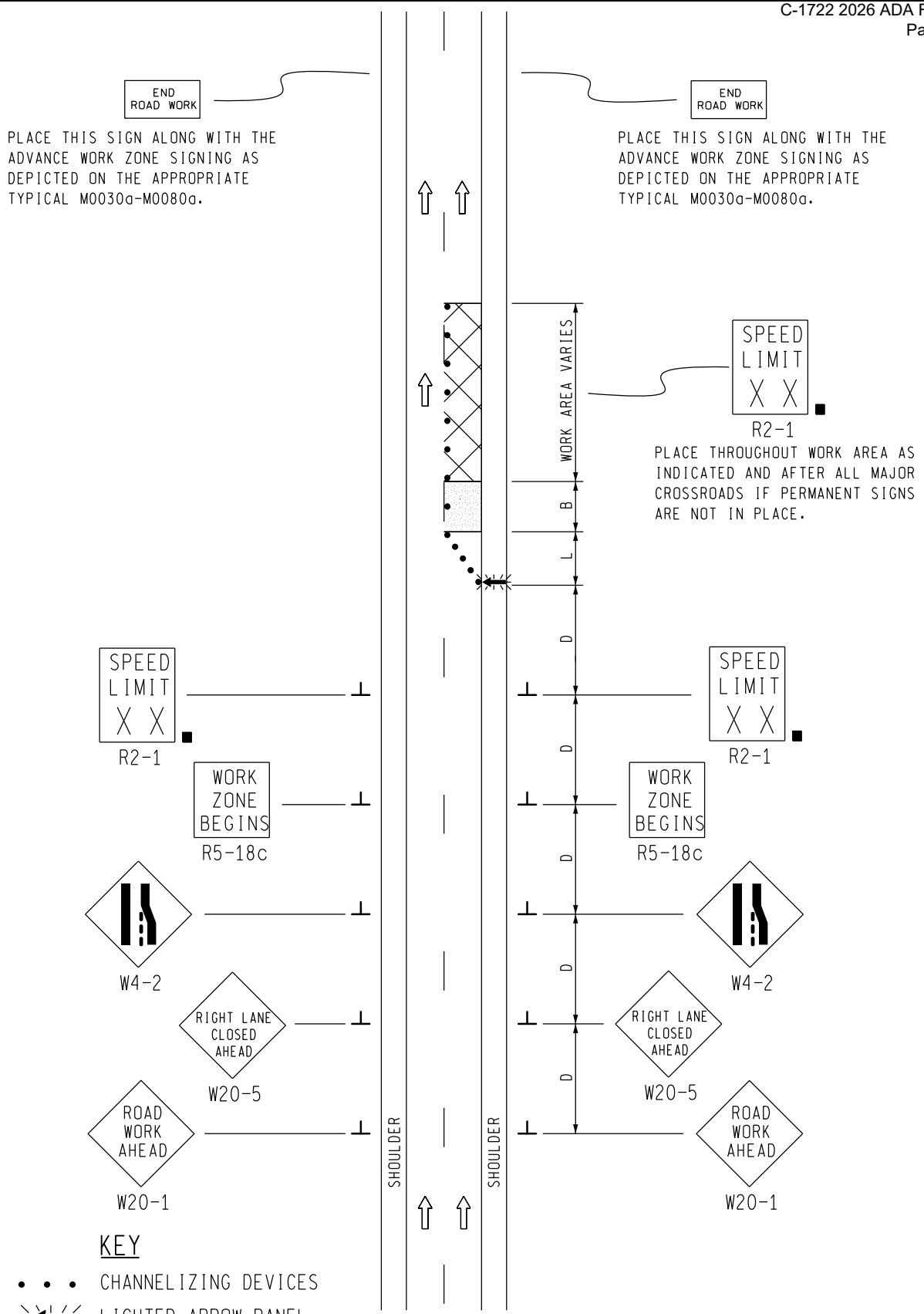
DIAMOND WARNING	- 48" x 48"
W1-6 WARNING	- 48" x 24"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLTO AND SHIFTING ONE THROUGH LANE INTO THE CLFLTO NO SPEED REDUCTION

DRAWN BY: CON:AE:DJF	OCTOBER 2011	M0231a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011			



MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0730a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV. 10/26/2011			

NOTES

1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.

6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.

7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION		
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0730a	SHEET 2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV.	10/26/2011		

SIGN MATERIAL SELECTION TABLE

	SIGN MATERIAL TYPE		
SIGN SIZE	TYPE I	TYPE II	TYPE III
≤ 36" X 36"		X	X
>36" X 36"≤ 96" TO WIDE		X	
> 96″ WIDE TO 144″ WIDE	X	X	
> 144″ WIDE	X		

TYPE I ALUMINUM EXTRUSION
TYPE II PLYWOOD
TYPE III ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE IOR IISIGNS.
VERTICAL JOINTS ARE NOT PERMITTED.
HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

POST SIZE REQUIREMENTS TABLE

	POST TYPE		
SIGN AREA (ft^2)	U-CHANNEL STEEL	SQUARE TUBULAR STEEL	WOOD
≤9	1 - 3 lb/ft*	1 - 2" 12 or 14 GA*	N/A
9 ≤ 20	2 - 3 lb/ft	2 - 2" 12 or 14 GA	1 - 4" X 6"*
> 20 ≤ 30	N/A	N/A	2 - 4" X 6"
> 30 ≤ 60	N/A	N/A	2 - 6" X 8"
> 60 ≤ 84	N/A	N/A	3 - 6" X 8"

*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.
SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD POSTS DEPENDING ON AREA OF SIGN.
A MAXIMUM OF 2 POSTS WITHIN A 7'PATH IS PERMITTED.

NOT TO SCALE

File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH

MDOT Michigan Department of Transportation

PREPARED BY TRAFFIC AND SAFETY SUPPORT AREA

DRAWN BY: CON/ECH

CHECKED BY: AUG

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

PENDING
FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS

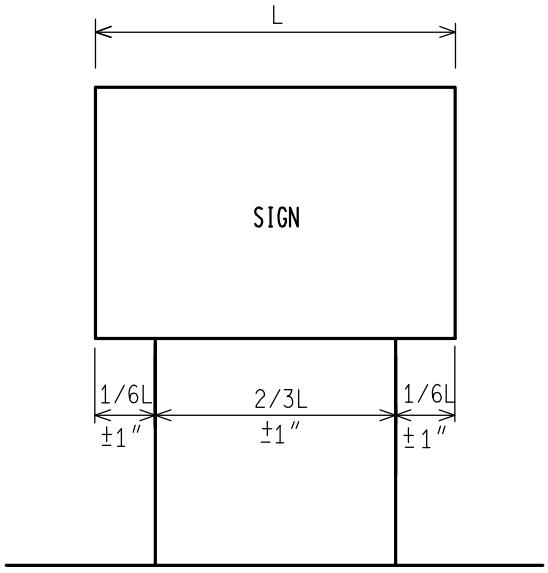
8/2006
PLAN DATE

WZD-100-A

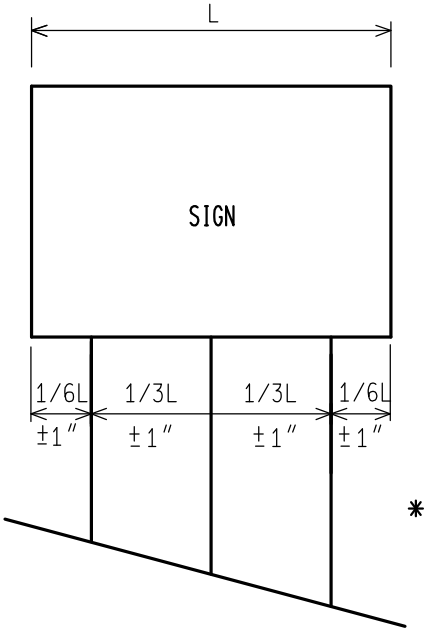
SHEET 1 of11

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

2 POST SIGN SUPPORT SPACING



3 POST SIGN SUPPORT SPACING

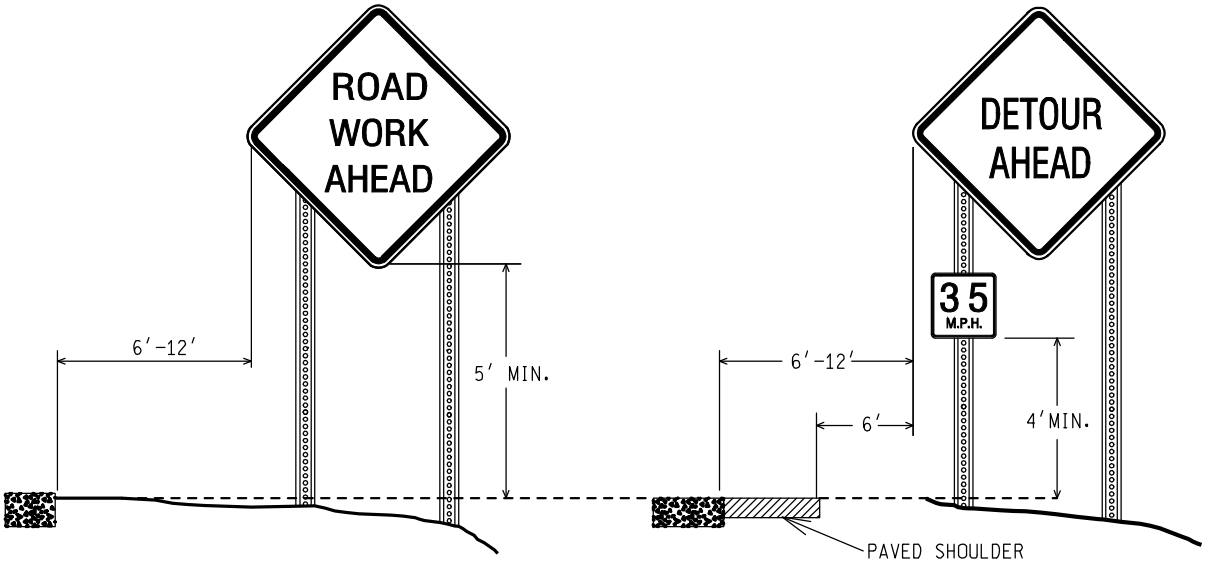


* FOR ALL 11' AND 12' LONG SIGNS ON 3 WOOD SUPPORTS, SPREAD POSTS SO AS TO HAVE A 8' MIN. TO 9' MAX. DISTANCE BETWEEN OUTSIDE POSTS.

NOT TO SCALE

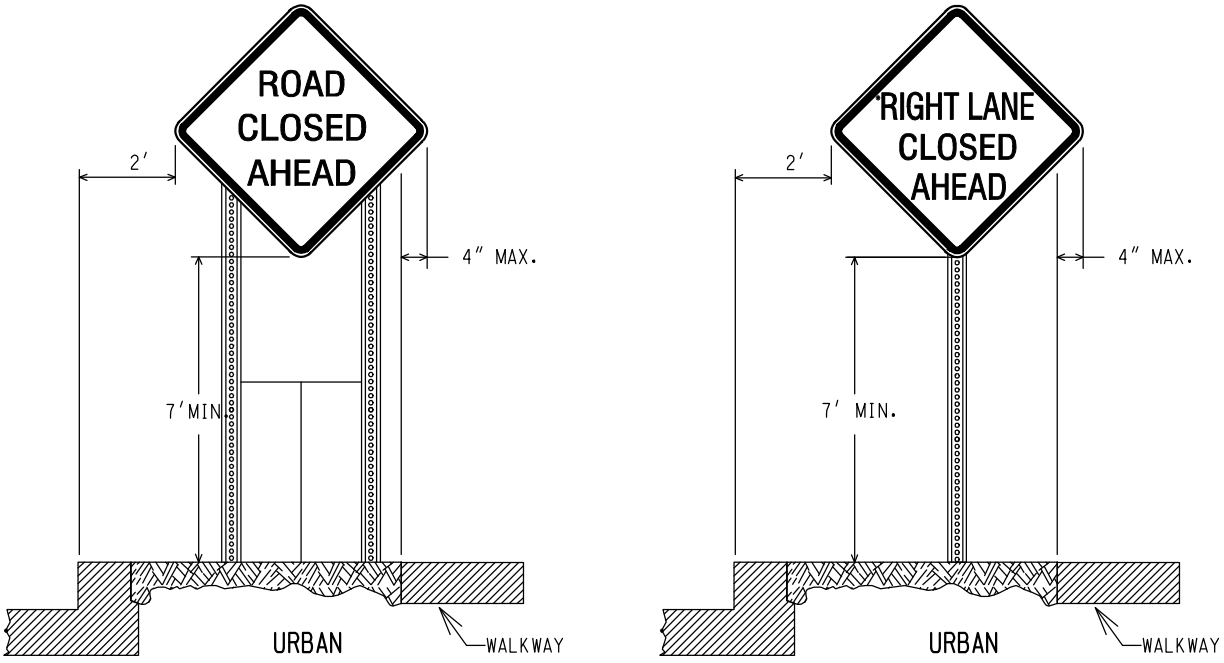
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 2 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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RURAL

RURAL WITH ADVISORY
SPEED PLATE



(CURBED AREAS OR WHERE
WALKWAYS ARE PRESENT)

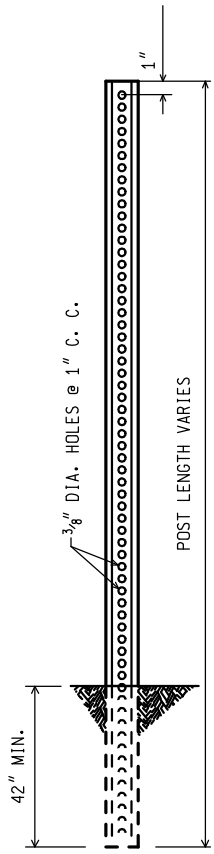
(CURBED AREAS OR WHERE
WALKWAYS ARE PRESENT)

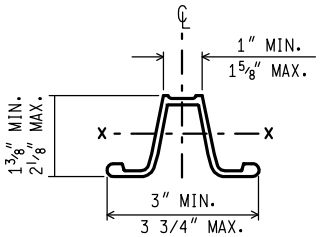
BOTTOM HEIGHT AND OFFSET

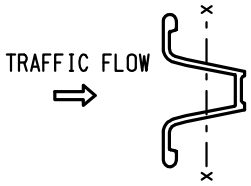
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 3 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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WEIGHT = 3 lbs/ft
SECT. MOD. X.-X. = 0.31 CUBIC INCHES MIN.

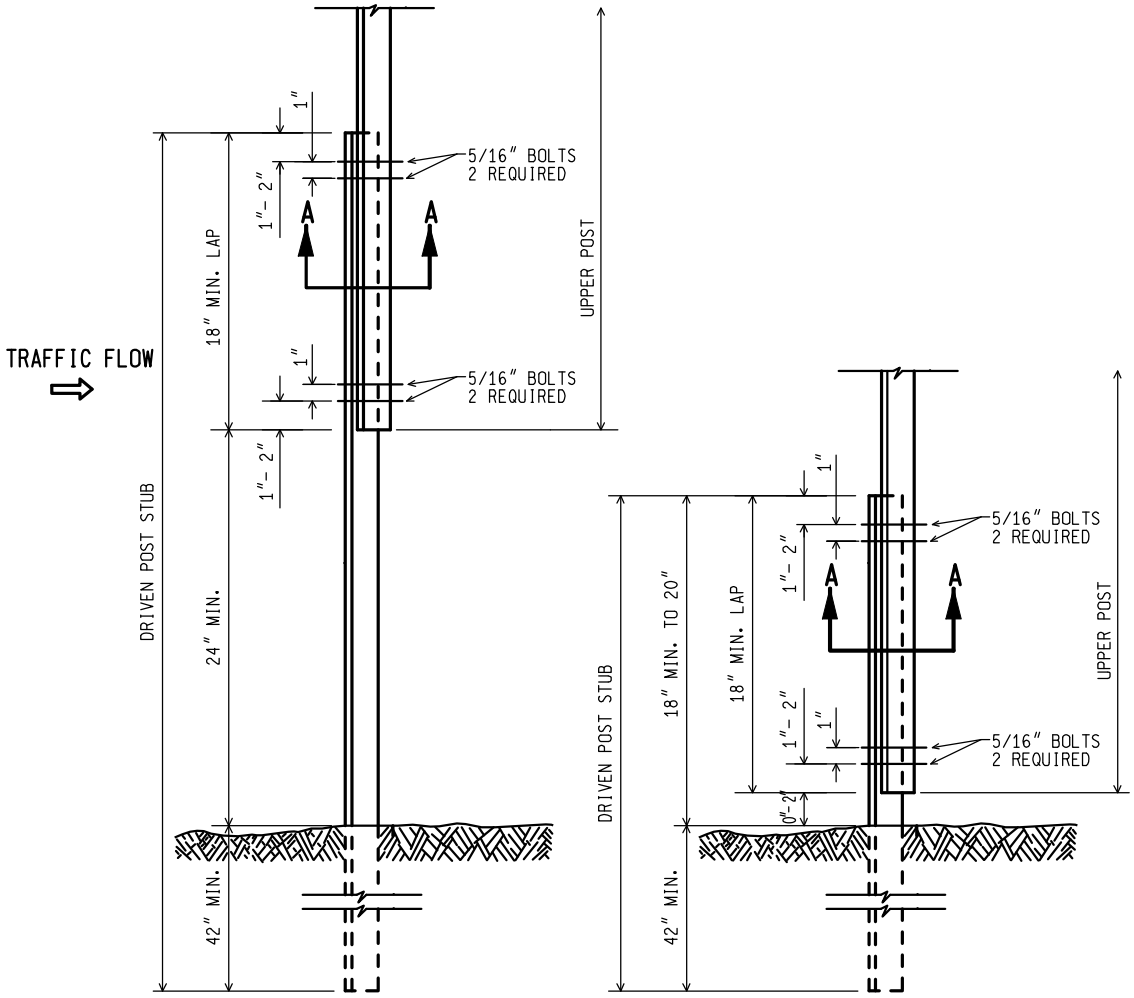
3 lb. U - CHANNEL STEEL POST
(NO SPLICE)

MOUNT SIGN ON OPEN FACE OF
U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 4 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



UPPER SPLICE LOWER SPLICE

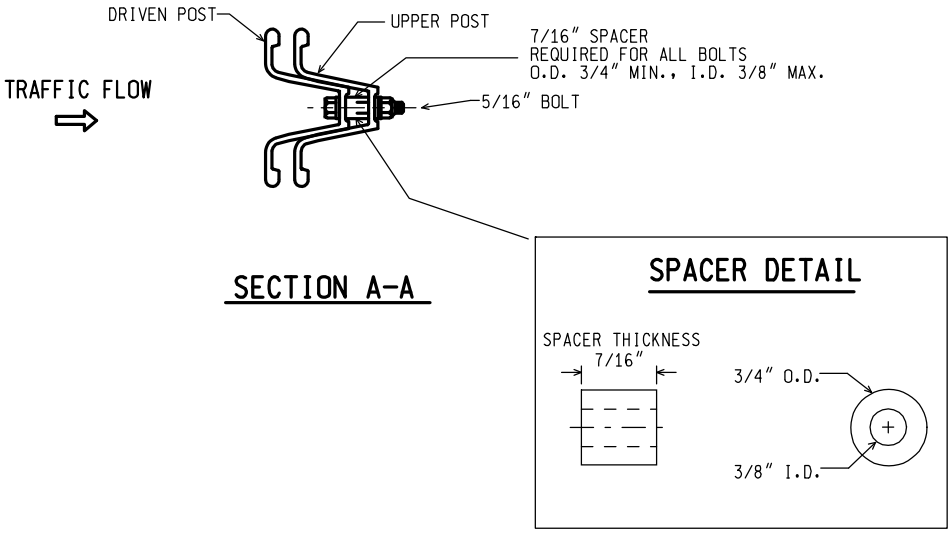
3 lb. U - CHANNEL STEEL POST
(WITH SPLICE)

MOUNT SIGN ON OPEN FACE OF
UPPER U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 5 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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NOTES:

1. THE SPACER THICKNESS SHALL BE 1/16" LESS THAN THE GAP BETWEEN THE POST WHEN POSITIONED IN THE UNBOLTED CONFIGURATION.

2. THE EXTERIOR BOLT (CLOSEST TO LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN A PREPUNCHED HOLE 1" to 2" FROM THE END OF THE LAP.

3. THE INTERIOR BOLT (FARTHEST FROM LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN THE NEXT PREPUNCHED HOLE.

4. THE DRIVEN POST SHALL ALWAYS BE MOUNTED IN FRONT OF THE UPPER POST WITH RESPECT TO THE ADJACENT ONCOMING TRAFFIC, REGARDLESS OF THE DIRECTION THE SIGN IS FACING.

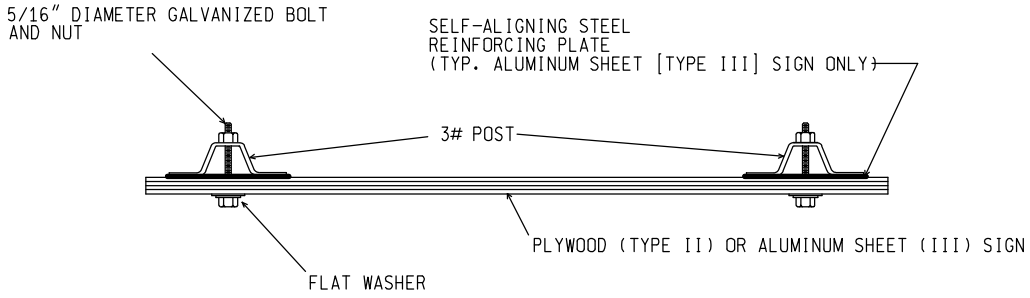
5. THE SPLICE LAP SHALL BE FASTENED BY FOUR-5/16" DIA. GALVANIZED A449 BOLTS (SAE J429 GRADE 5) OR GALVANIZED A325 BOLTS.

3 lb. U - CHANNEL STEEL POST
(WITH SPLICE)

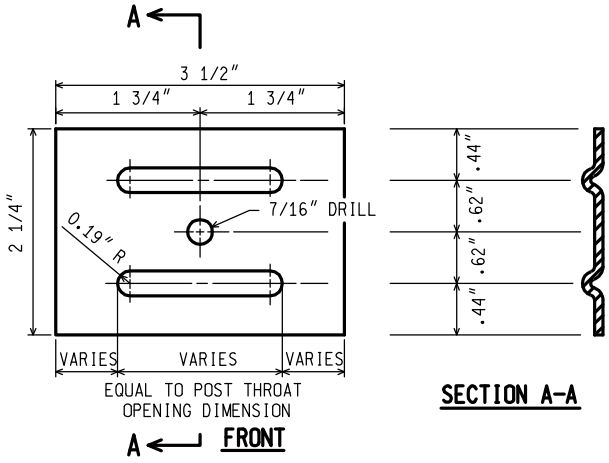
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 6 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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SIGN TO 3 lb. POST CONNECTION



NOTES: (FOR STEEL SIGN REINF' PLATE)

1. MATERIAL: 12 GAUGE CARBON STEEL.
2. TOLERANCE ON ALL DIMENSIONS ± 0.0625"
3. FINISH-AFTER STAMPING AND PUNCHING, GALVANIZE ACCORDING TO CURRENT SPECIFICATIONS FOR ZINC (HOT GALVANIZE) COATINGS ON PRODUCTS FABRICATED FROM PLATES OR STRIPS

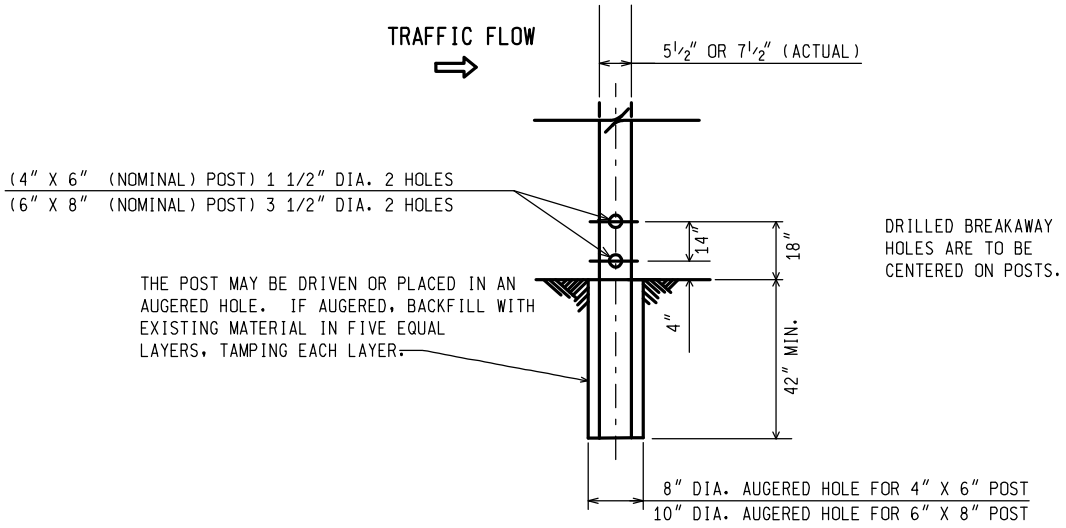
STEEL SIGN REINFORCING PLATE
REQUIRED FOR TYPE III SIGNS ONLY

3 lb. U - CHANNEL STEEL POST SIGN CONNECTION

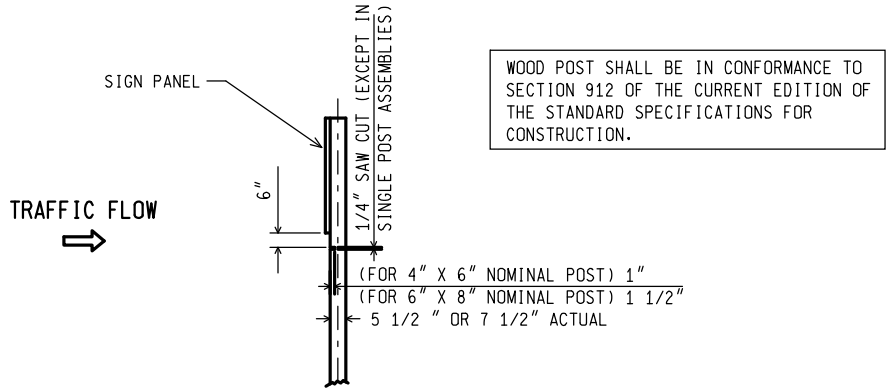
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 7 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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WOOD POST BREAKAWAY HOLES/ DIRECT EMBEDMENT DETAILS



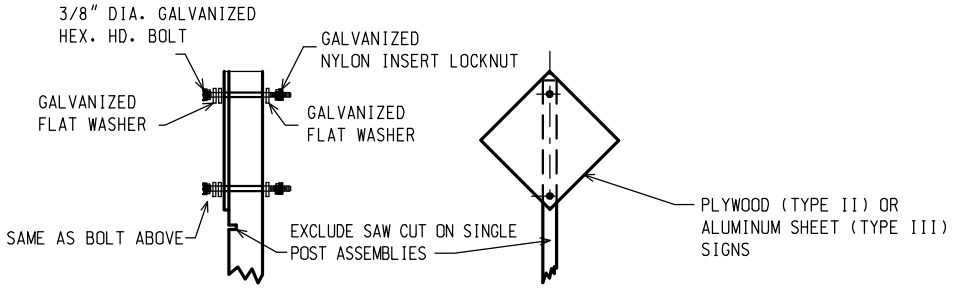
SAW CUT DETAIL (MULTIPLE POST INSTALLATIONS)

WOOD POST DETAILS

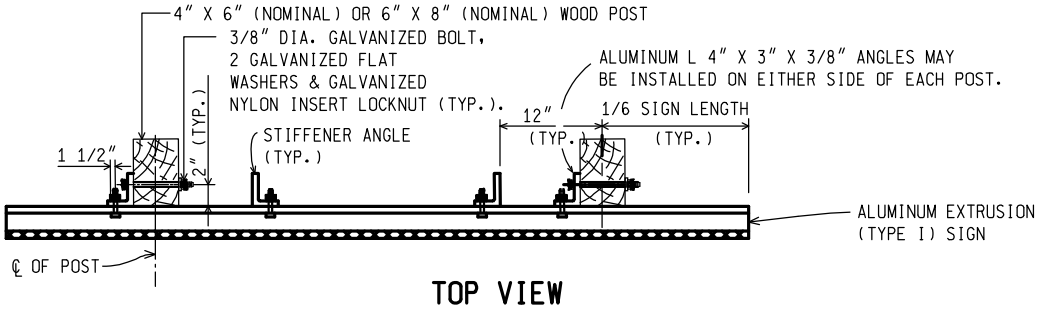
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 8 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

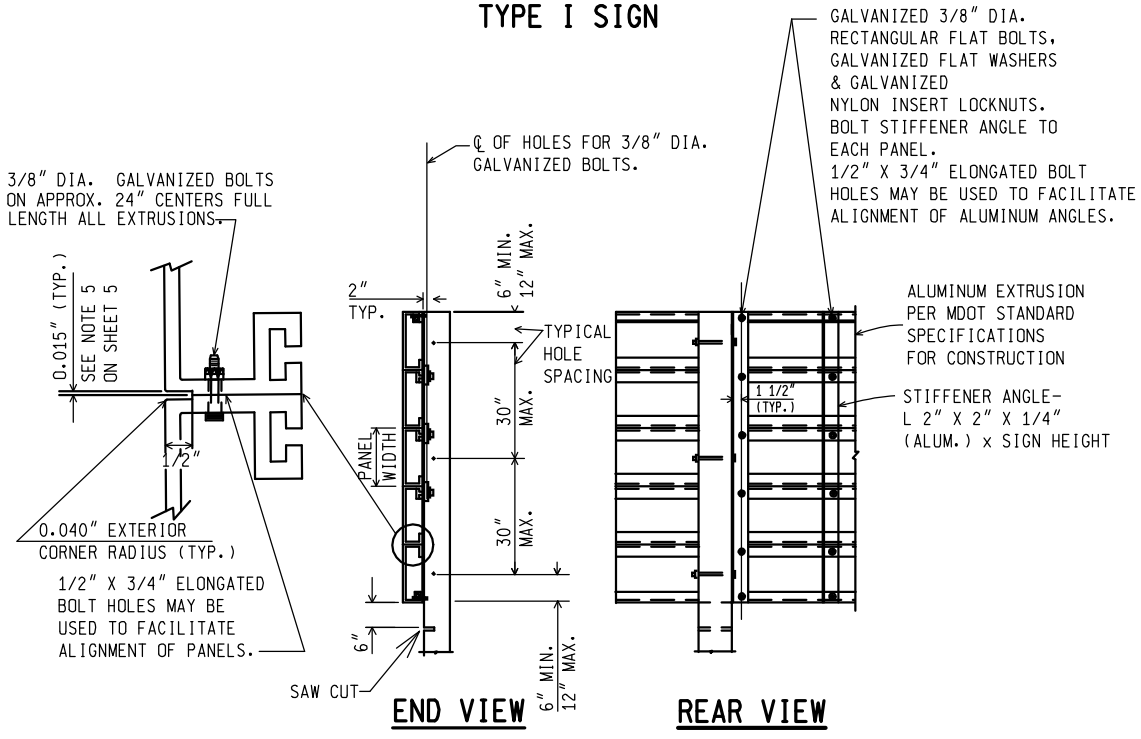
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TYPE II AND TYPE III SIGNS



TOP VIEW
TYPE I SIGN



END VIEW
REAR VIEW

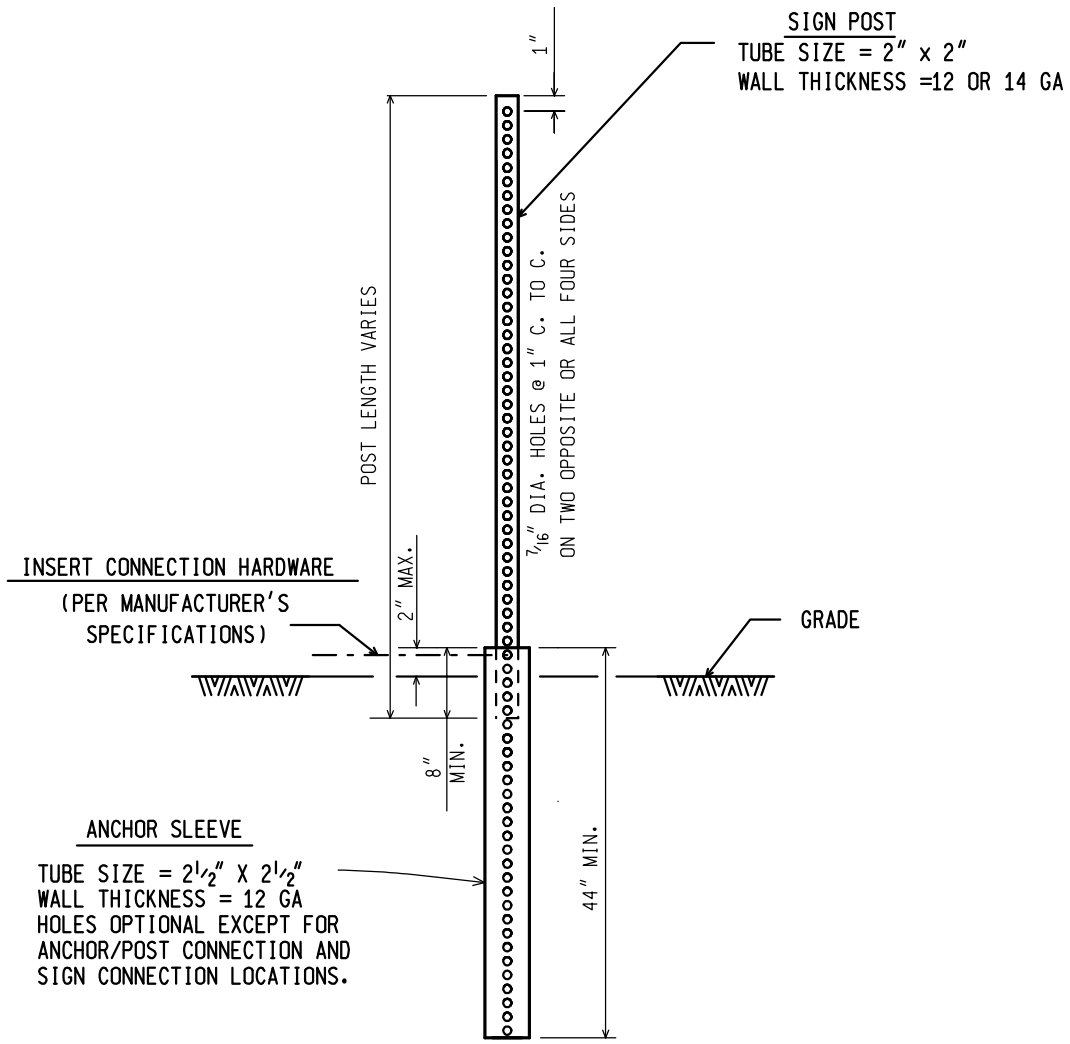
TYPE I SIGN - ERECTION DETAILS

WOOD POST CONNECTIONS

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 9 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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SQUARE TUBULAR STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 10 of 11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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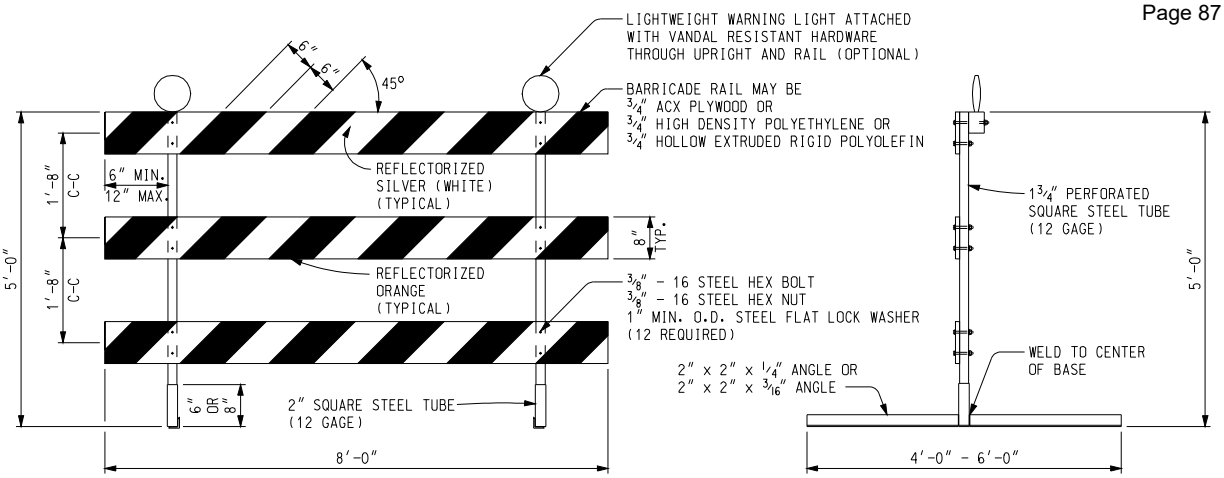
GENERAL NOTES:

1. A MAXIMUM OF TWO POSTS WITHIN A 7 FOOT PATH IS PERMITTED.
2. ALL SIGN POSTS SHALL COMPLY WITH NCHRP 350.
3. ALL POSTS SHALL BE EMBEDDED A MINIMUM OF 42".
4. BRACING OF POST IS NOT PERMITTED.
5. SIGN SHALL BE LEVEL, AND UPRIGHT FOR THE DURATION OF INSTALLATION.
6. ERECT POSTS SO THE SIGN FACE AND SUPPORTS DO NOT VARY FROM PLUMB BY MORE THAN 3/16" IN 3'. PROVIDE A CENTER-TO-CENTER DISTANCE BETWEEN POSTS WITHIN 2 PERCENT OF PLAN DISTANCE.
7. NO MORE THAN ONE SPLICE PER POST, AS SHOWN, WILL BE PERMITTED.
8. POST TYPES SHALL NOT BE MIXED WITHIN A SIGN SUPPORT INSTALLATION.
9. NO VERTICAL JOINTS ARE PERMITTED IN SIGN. NO HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE PERMITTED IN SIGN
10. REMOVE SIGN POSTS AND/OR POST STUBS IN THEIR ENTIRETY WHEN NO LONGER REQUIRED.
11. ALL LABOR, MATERIALS, AND EQUIPMENT, INCLUDING TEMPORARY SUPPORTS REQUIRED TO INSTALL, MAINTAIN, RELOCATE, COVER, AND/OR REMOVE THE TEMPORARY SIGN, INCLUDING SUPPORTS, ARE CONSIDERED TO BE INCLUDED IN THE COST OF THE TEMPORARY SIGN.
12. SAW CUTS IN WOOD POSTS ARE TO BE PARALLEL TO THE BOTTOM OF THE SIGN.
13. POSTS SHALL NOT EXTEND MORE THAN 4" ABOVE TOP OF SIGN.

NOT TO SCALE

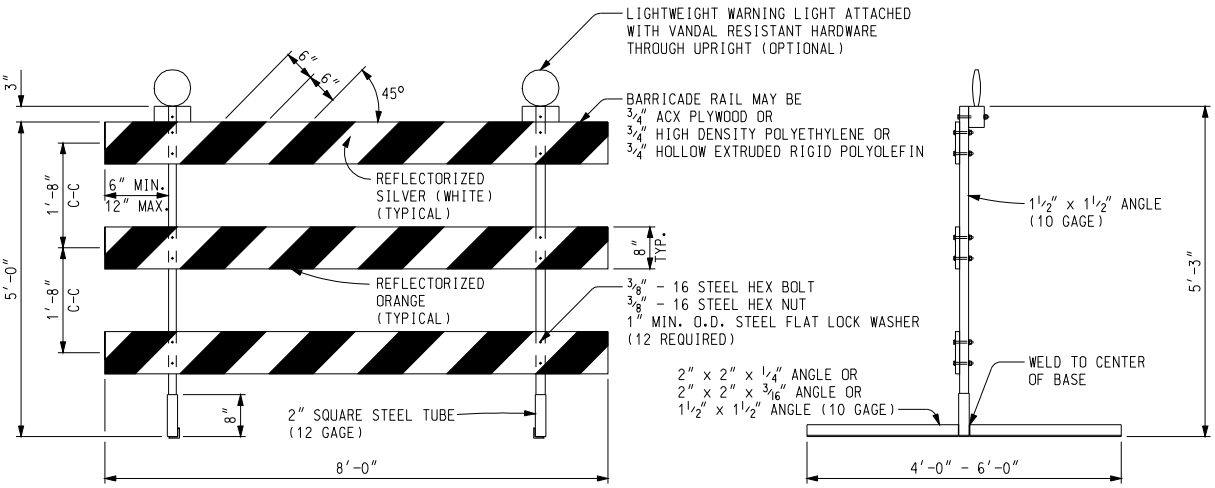
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 11 of 11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



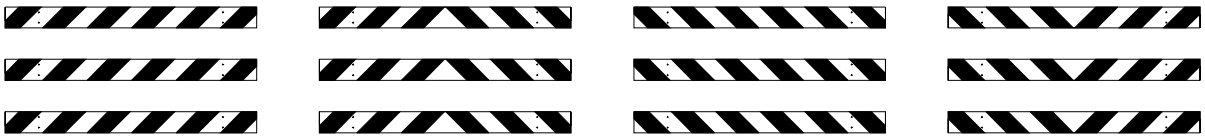
FRONT ELEVATION SIDE VIEW

PERFORATED SQUARE STEEL TUBE OPTION



FRONT ELEVATION SIDE VIEW

ANGLE IRON OPTION



LEFT DIRECTIONAL BI-DIRECTIONAL RIGHT DIRECTIONAL CLOSURES

BARRICADE RAIL SHEETING OPTIONS
TYPE III BARRICADES

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

NOT TO SCALE | File: T&S/Typ/Signs/WorkZones/wzd 125 d | Rev. 09/22/09 PJ

MDOT Michigan Department of Transportation

PREPARED BY TRAFFIC AND SAFETY

DRAWN BY: ECH

CHECKED BY: MWB

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

(SPECIAL DETAIL)

FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

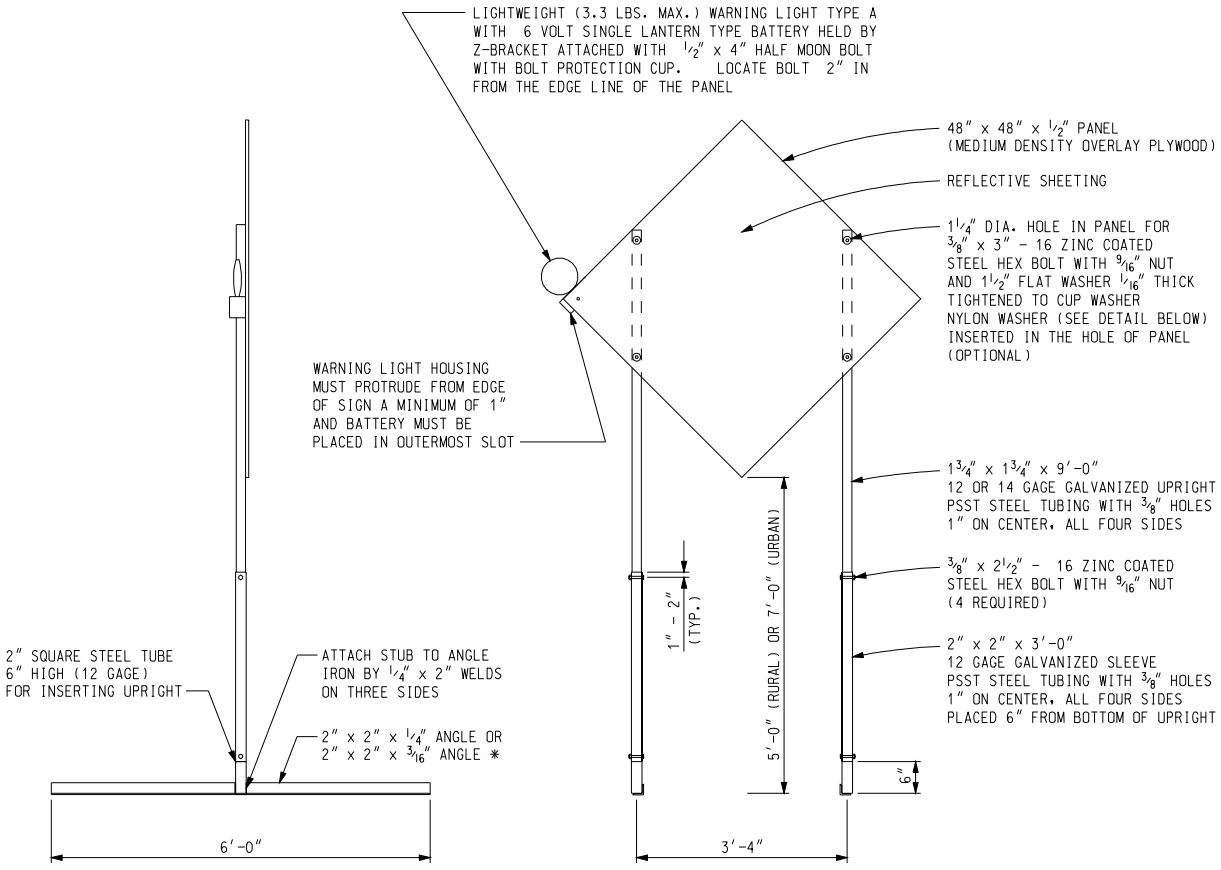
Temporary Traffic Control Devices

9/22/09 PLAN DATE

WZD-125-E

SHEET 1 of 3

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

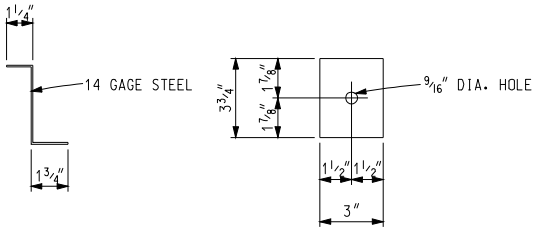


TEMPORARY SIGN SUPPORT

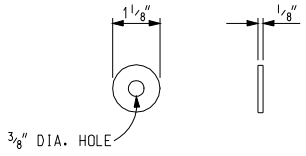
(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)

* SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END.

UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.



Z-BRACKET DETAIL



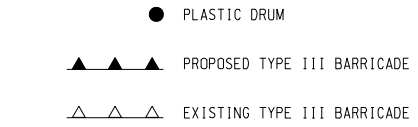
OPTIONAL NYLON WASHER

Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

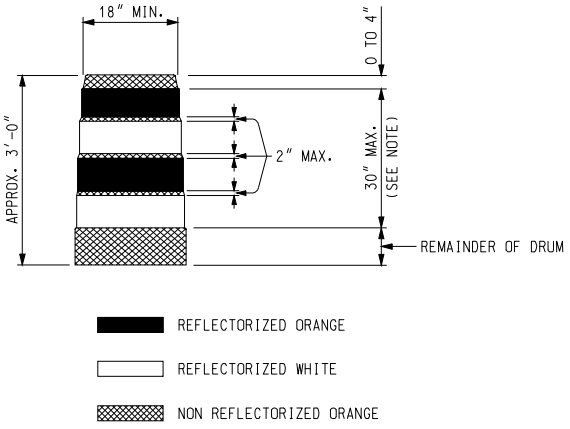
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09 PLAN DATE	WZD-125-E	SHEET 2 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ			

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



SYMBOLS TO BE USED ON PLANS



NOTE:
DRUMS SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED STRIPES (2 ORANGE AND 2 WHITE) OF 6" UNIFORM WIDTH, ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED STRIPE BEING ORANGE. NON REFLECTORIZED SPACES BETWEEN THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES SHALL BE ORANGE IN COLOR AND EQUAL IN WIDTH.

PLASTIC DRUM

NOTES:

2" PERFORATED SQUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT WHEN THEY ARE USED ON TYPE III BARRICADES.

SEE ROAD STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMORARY CONCRETE BARRIER.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09 PLAN DATE	WZD-125-E	SHEET 3 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ			

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
TURF ESTABLISHMENT, PERFORMANCE

COS/EP **1 of 5** **January 2022**

Description

Section 816 of the Standard Specifications for Construction is deleted and replaced by this special provision. The Contractor shall be responsible for the performance and quality of turf growth in the areas indicated on the plans and as identified by the Engineer. The Contractor shall comply with all state and federal laws and regulations in completing this work.

The Contractor shall establish a durable, permanent, weed-free, mature, perennial turf. The work consists of fundamental turf work, including but not limited to top soiling, seeding, mulching, erosion control, maintenance, and repair of turf as described herein during the life of the contract.

The Contractor shall choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

The Contractor shall be responsible for a site analysis and its interpretation for their own use to ensure compliance with this specification. The site analysis will take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow deicing practices, and any other characteristics that influence and affect turf establishment.

Section 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor shall be responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events up to and including 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of Section 107.11 remain unchanged.

1. **Contractor Turf Establishment Experience Requirements.** The Contractor shall possess valid Michigan Department of Agriculture commercial pesticide applicator's certificate for right-of-way category.

   All herbicide applications shall be made by a commercial applicator licensed in the State of Michigan. All individuals applying pesticides shall possess a valid Michigan Department of Agriculture commercial pesticide applicator's certificate for the appropriate category. All application procedures and materials shall meet all federal, state and local regulations.

   At least 10 days prior to start of turf establishment, the Contractor performing the turf establishment work shall provide the Engineer with documentation that they will meet one or both of the following requirements.

   A. At least one person employed by the Contractor and assigned to the job site shall have a degree or certificate in Turf Management, Horticulture, or related field.

B. At least one person employed by the Contractor and assigned to the job site shall have at least five (5) years of experience in roadside turf establishment.

Materials

The Contractor shall use topsoil, seed, mulch, pesticide, herbicide and/or mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as detailed in the plans, and as indicated in the work plan. The Contractor may use additional materials as necessary to meet the standards set forth for turf establishment in this special provision. The use of any sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

1. **Soil.** The Contractor shall provide furnished or salvaged topsoil which may be blended compost that will provide vigorous growth. It shall be humus bearing and of not less than four inches in depth. It shall be free of stones larger than 1 inch in diameter and other debris. The finished slope shall be trimmed and graded according to subsection 205.03.N of the Standard Specifications for Construction.

2. **Seed.** Use M.D.O.T. turf seeding mixture Turf Urban Freeway (TUF). All species and their cultivars or varieties must be guaranteed hardy for Michigan.

   A. The seed shall be legally saleable in Michigan. The seed product shall not contain more than 10 percent inert materials. The seed source shall be from an MDOT approved certified vendor.

   B. The species and varieties of seed shall be adapted to all site conditions, to the site use, and to the soils, moisture, and local climate. Site use may include but is not limited to detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.

   C. At least two of the species in the mixture proposed to be planted within fifteen (15) feet behind the curb or the shoulder shall be salt tolerant.

3. **Mulch.** Seeded areas shall be mulched with the appropriate materials for the site conditions, shall promote germination and growth of seed and to mitigate soil erosion and sedimentation.

4. **Herbicides.** The Contractor shall comply with all federal, state and local laws as noted in the standard specifications, Section 107. A weed control application will require the Contractor to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. The Contractor will also notify selected City of Saginaw staff 48 hours prior to any applications being made. The Contractor shall furnish and apply herbicide(s) as needed. It shall be the Contractor's responsibility to select the herbicide(s) and the rate at which it will be used. The work and herbicide(s) shall be approved by the Engineer prior to the application of the material. A spray log will be required to be completed

and submitted to the project office, each day an application is made.

No water shall be drawn from any waterway (i.e. river, ditch, creek, lake etc.) that is located on any state, county or municipal right-of-way, for mixing with herbicides.

5. **Fertilizers.** The Contractor shall furnish and apply fertilizer(s) as needed. It shall be the Contractor's responsibility to select the fertilizer(s) and the rate at which it will be used. The work and fertilizer(s) shall be approved by the Engineer prior to the application of the material.

6. **Water.** The Contractor shall furnish and apply water from an approved source as specified in the work plan at a rate of promote healthy growth.

Construction

The Contractor shall be responsible for all work and any and all construction methods used in completing this work. Any part of MDOT standard specifications or standard plans chosen to be implemented by the Contractor shall not imply responsibility on the part of the City of Saginaw for acceptability of the Contractor's construction methods or for the quality of the Contractor's work outcome at any time.

1. **Inspection of the work.** The Contractor shall be responsible for all inspection of turf establishment work.

   The Contractor shall use a Contractor's Daily Report approved by the Engineer to report inspections made and to document turf establishment work performed on this project. The Contractor's Daily Report shall be completed and submitted to the Engineer when any work performed under this special provision is in progress.

   The Contractor's Daily Report shall be accompanied by all necessary materials documentation including tests slips, certifications, etc.

   The Engineer shall determine the acceptability of these reports in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted in an acceptable and timely fashion.

   The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as soil erosion and sedimentation control, NPDES, etc. These inspections made by the Engineer shall not relieve the Contractor of the inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

2. **Erosion Control.** Erosion shall be controlled at all times according to Section 208 of the standard specifications. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls shall be placed as indicated on the plans or as directed by the Engineer. The site shall be continuously monitored by the Contractor for needed erosion

repair from any cause as addressed in the contract documents. All eroded areas shall be returned to their original grade as detailed in the contract documents.

If sedimentation occurs in drainage structures or any watercourse or water containment area, corrective action shall be taken immediately and all disturbed areas contributing to this sedimentation shall be restored within 24 hours of erosion occurrence. Sediment deposited as a result of the Contractor's inability to control the soil erosion shall be removed at the Contractor's expense.

The Contractor shall reimburse the City for any costs levied against the City, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this specification and with all federal, state, and local laws.

3. **Erosion Repair.** The Contractor is responsible for all repair and liable for all consequences (legal, monetary, or other) associated with erosion or sedimentation damage to finished or unfinished work.

   All erosion occurrences and the repairs made by the Contractor shall be reported to the Engineer in the format and at the frequency required by the Engineer. Any erosion, displacement, or disturbance to ongoing or completed work by any cause shall be repaired by the Contractor at no additional cost to the contract unless otherwise noted herein.

   The Contractor shall be responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Any eroded area that may affect the support of the roadbed or safety of the public shall be repaired within 24 hours of the erosion occurrence.

   Protection devices such as barriers, directional sign/signals, temporary fence, or any other safety measures shall be placed by the Contractor immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, the Contractor shall, within 24 hours of the occurrence of the damage, provide the Engineer with a written summary of the immediate action taken and describing the repairs made and the safety measures taken.

4. **Final Acceptance**

   A. **Final Acceptance Parameters.** Before final acceptance of the turf establishment work, all of the following minimum parameters shall be met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas. There shall be no exposed bare soil and the turf shall be fully germinated, erosion free, weed free, disease free, dark green in color and in a vigorous growing condition.

      The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer while these inspections are being made. If the Contractor does not agree with the decision made by the Engineer, the Contractor can request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, including the Engineer, the Contractor, and the third party, will be scheduled. All expert fees and

expenses charged by the third party will be paid by the Contractor.

Any and all claims for extra compensation shall be according to subsection 104.09 of the Standard Specifications.

Measurement and Payment

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

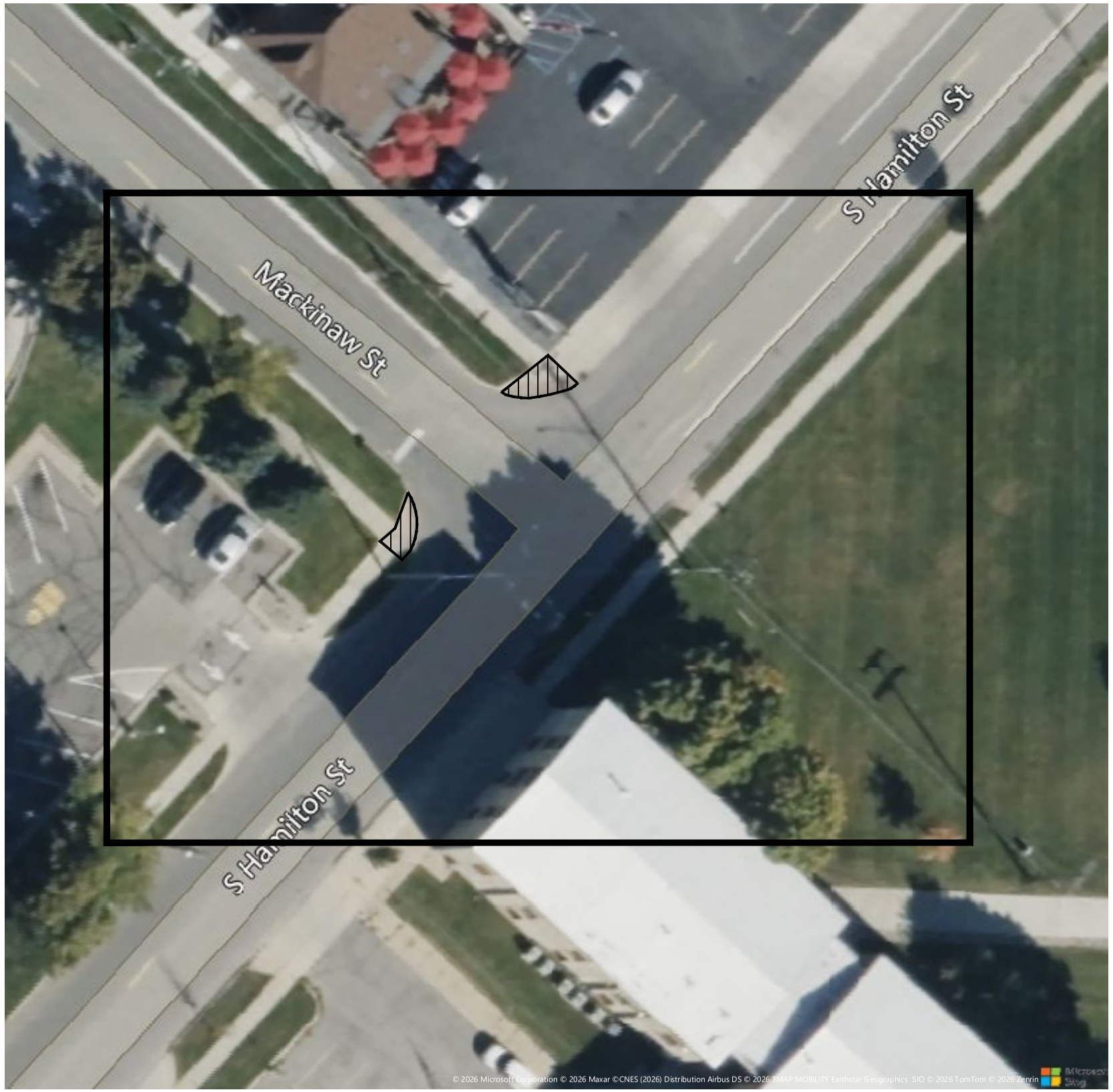
Pay Item	**Pay Unit**
Turf Establishment, Performance	Square Yard

Turf Establishment, Performance shall be paid by square yard. All materials, labor, and equipment required or selected by the Contractor to install, maintain, inspect, repair, and meet the acceptance parameters for turf establishment specified in this special provision, including preparation, updating, and submittal of the Contractor's work plan and Contractor's Daily Reports, will not be paid separately but will be considered included in the contract unit price bid for **Turf Establishment, Performance**.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities as described in subsection 109.07 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed according to this special provision. Upon completion of topsoil surfacing stage, fifty percent of the authorized amount for **Turf Establishment, Performance** will be paid to the Contractor. The remaining authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment, Performance**.

NORTH ARROW



INTERSECTION: S HAMILTON ST AND MACKINAW ST



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BID DOCUMENT

C-1722 2026 ADA Ramp Project
Page 95 of 114

Page 232 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

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CHECKED BY TH
APPROVED BY

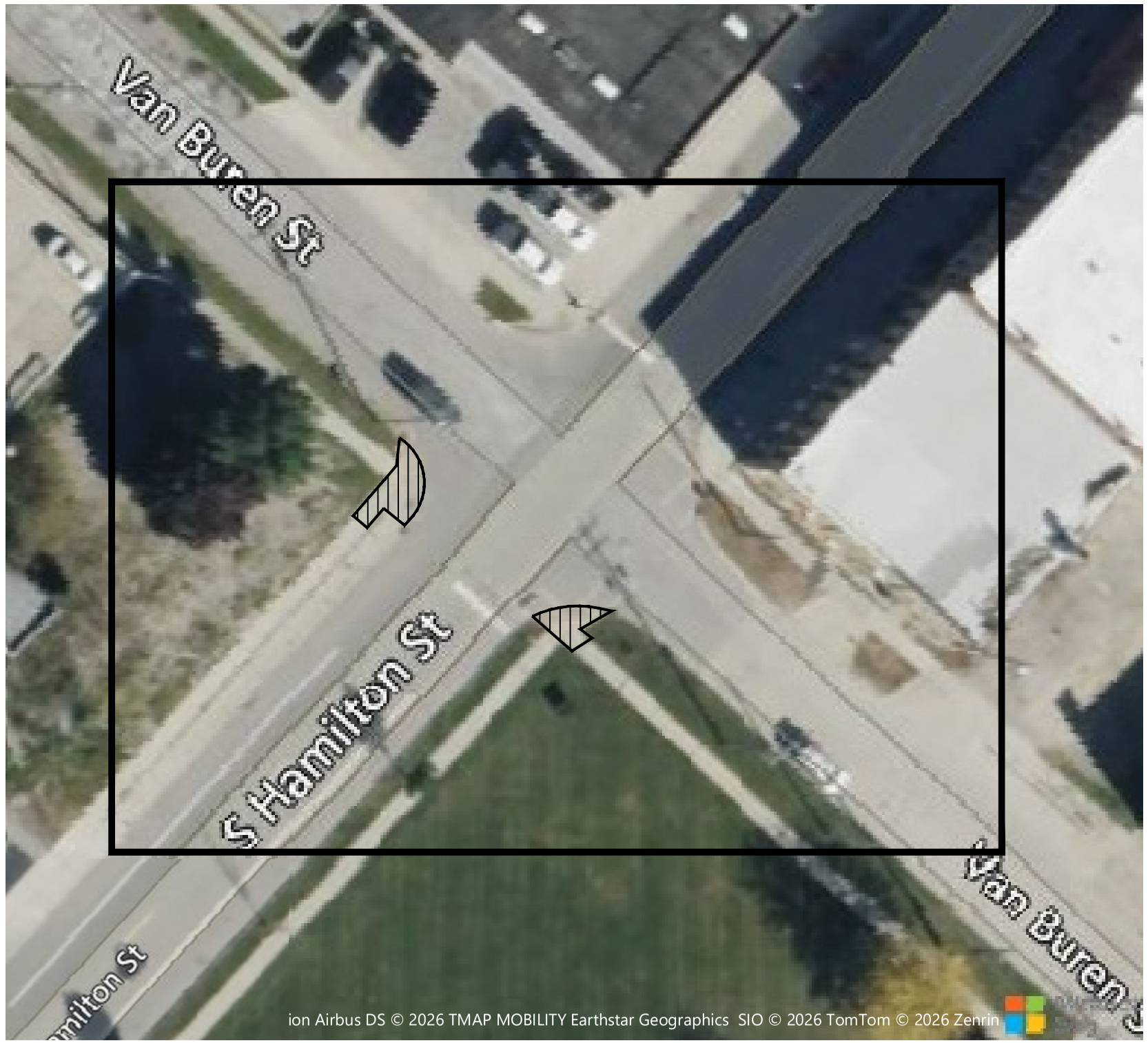
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DATE OF PLAN
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SHEET 01 OF 20 SHEETS

REVISION: DATE / INITIALS

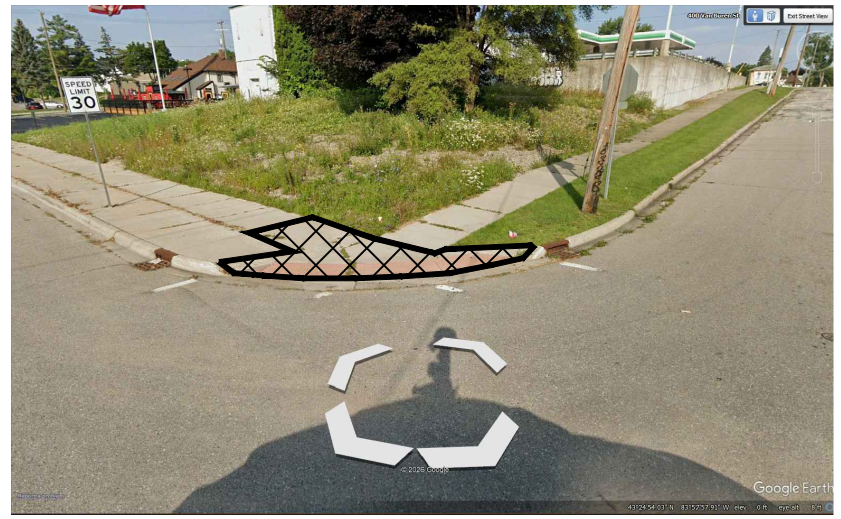
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PLOT DATE: February 21, 2026
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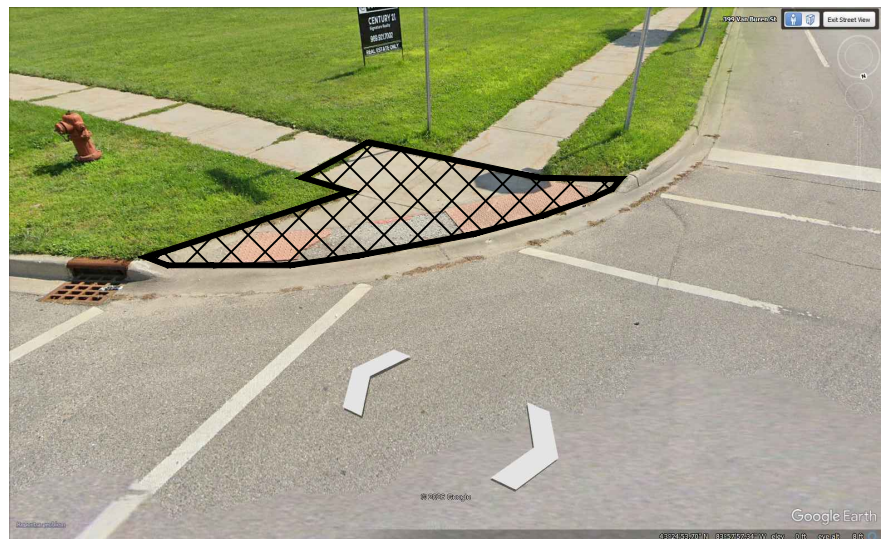
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INTERSECTION: S HAMILTON ST AND VAN BUREN ST



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C-1722 2026 ADA Ramp Project
Page 96 of 114

Page 234 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

DESIGNED BY	RR	CONSTRUCTED	
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REVISION: DATE / INITIALS

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PLOT DATE: February 21, 2026
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INTERSECTION: S HAMILTON ST AND CASS ST



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C-1722 2026 ADA Ramp Project
Page 97 of 114

Page 230 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

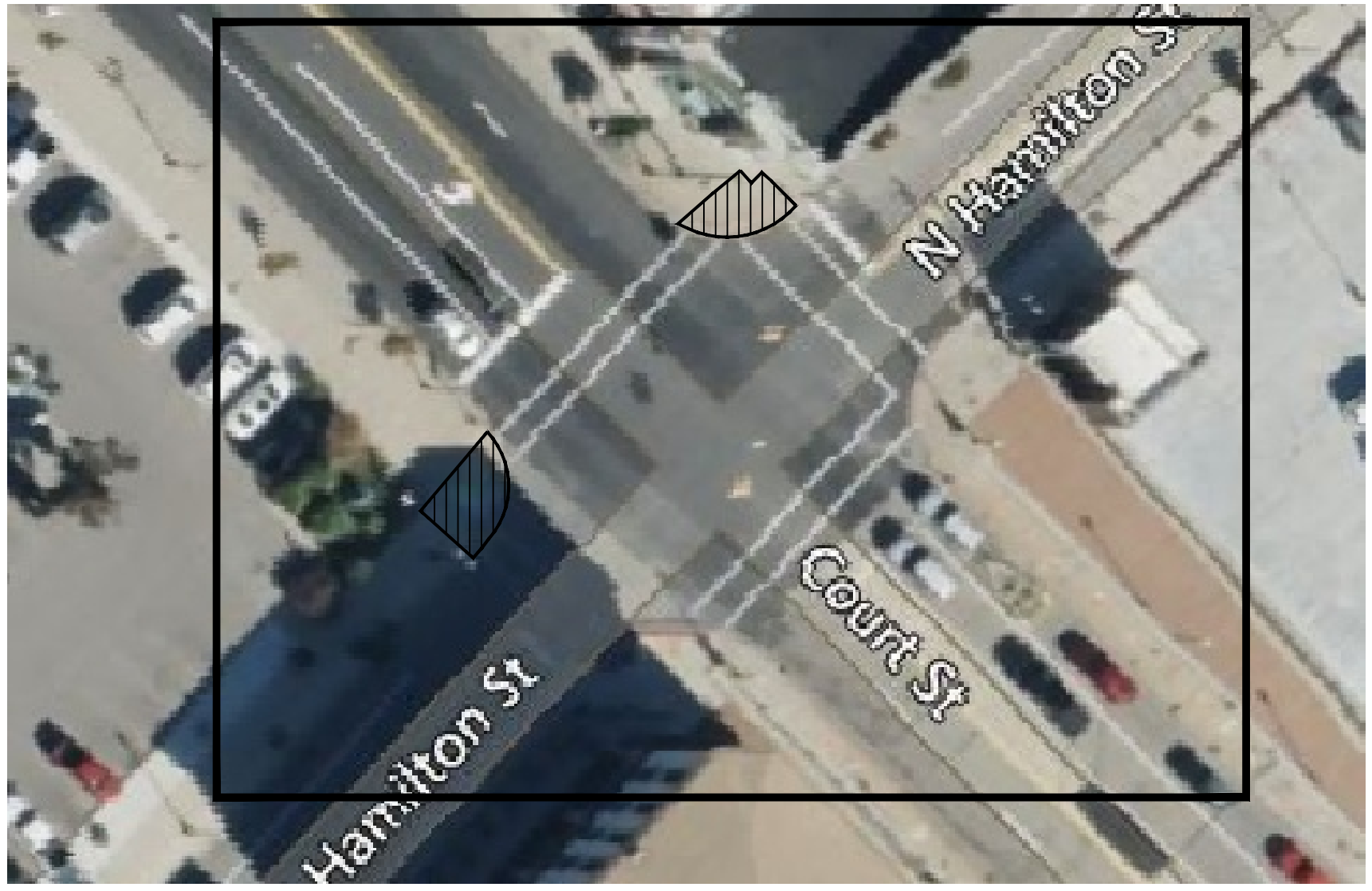
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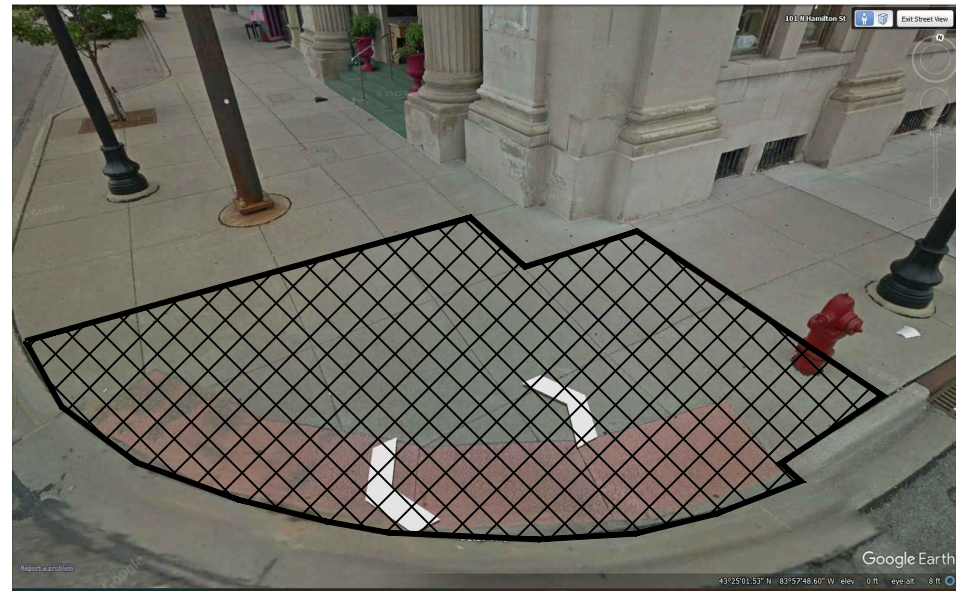
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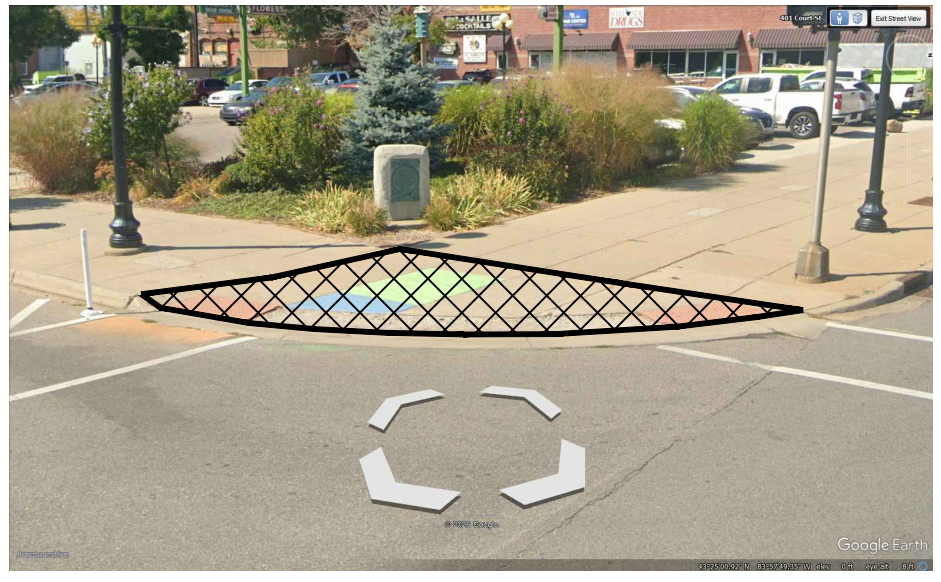
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INTERSECTION: N HAMILTON ST AND COURT ST

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CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

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REVISION: DATE / INITIALS

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PLOT DATE: February 21, 2026
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CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

DESIGNED BY	RR	CONSTRUCTED	
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REVISION: DATE / INITIALS

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PLOT DATE: February 21, 2026
DRAWING PATH:

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INTERSECTION: S MICHIGAN AVE AND VAN BUREN ST



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C-1722 2026 ADA Ramp Project
Page 100 of 114

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

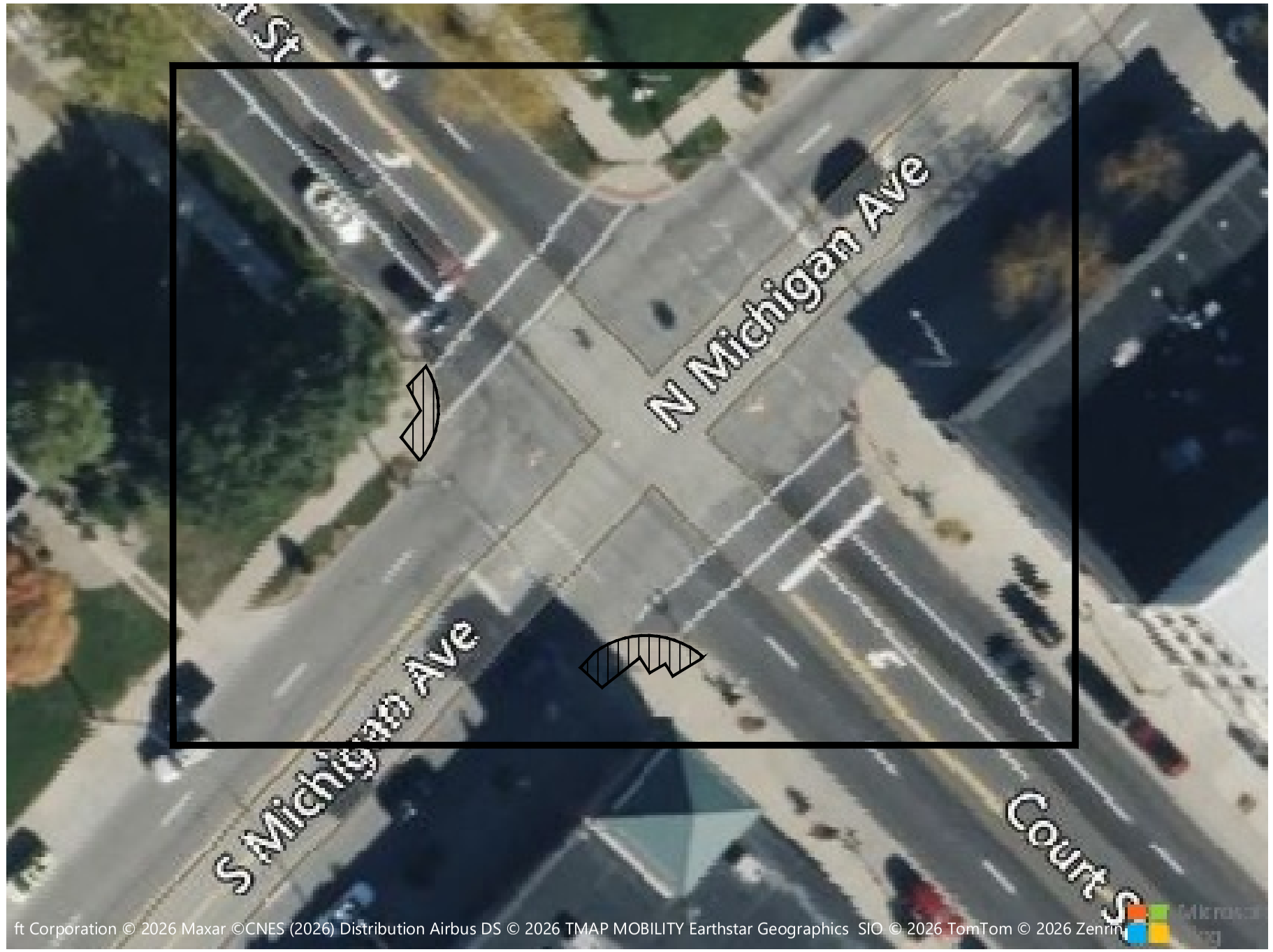
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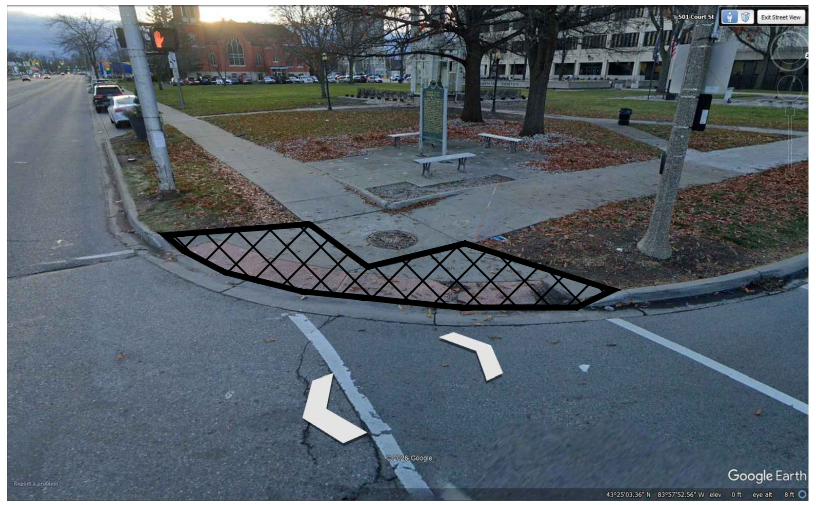
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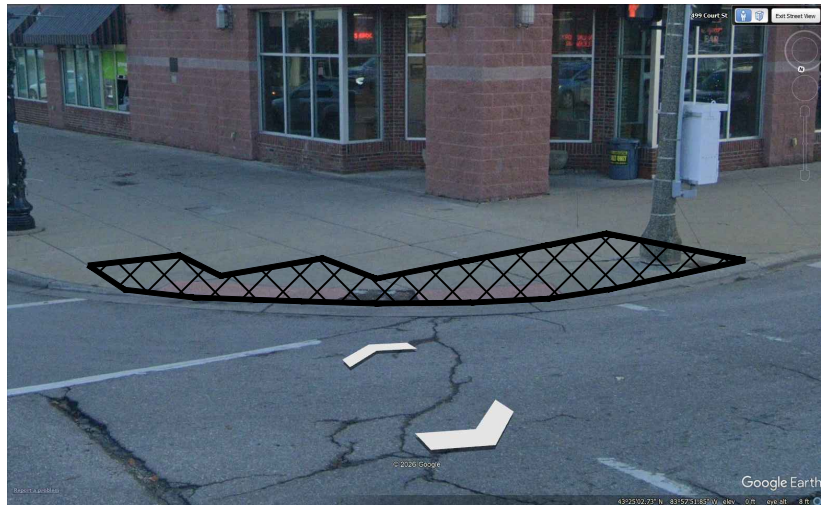
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INTERSECTION: N MICHIGAN AND COURT ST



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C-1722 2026 ADA Ramp Project
Page 101 of 114

Page 230 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

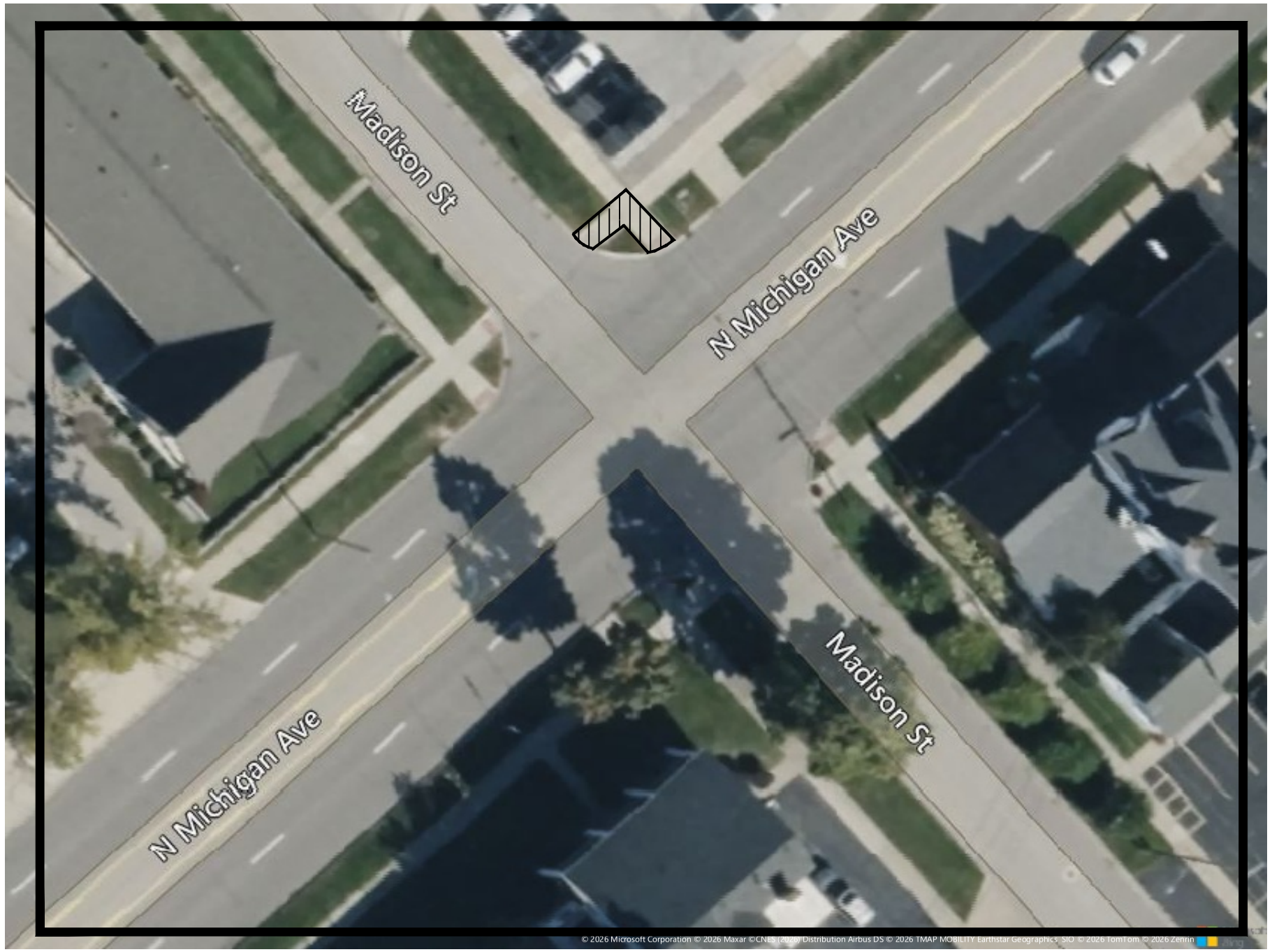
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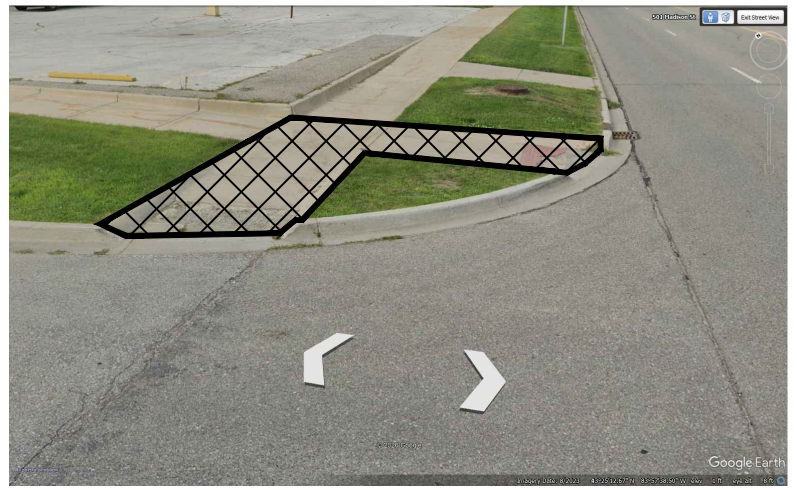
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PLOT DATE: February 24, 2026
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INTERSECTION: S MICHIGAN AND MADISON ST



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C-1722 2026 ADA Ramp Project
Page 102 of 114

Page 240 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

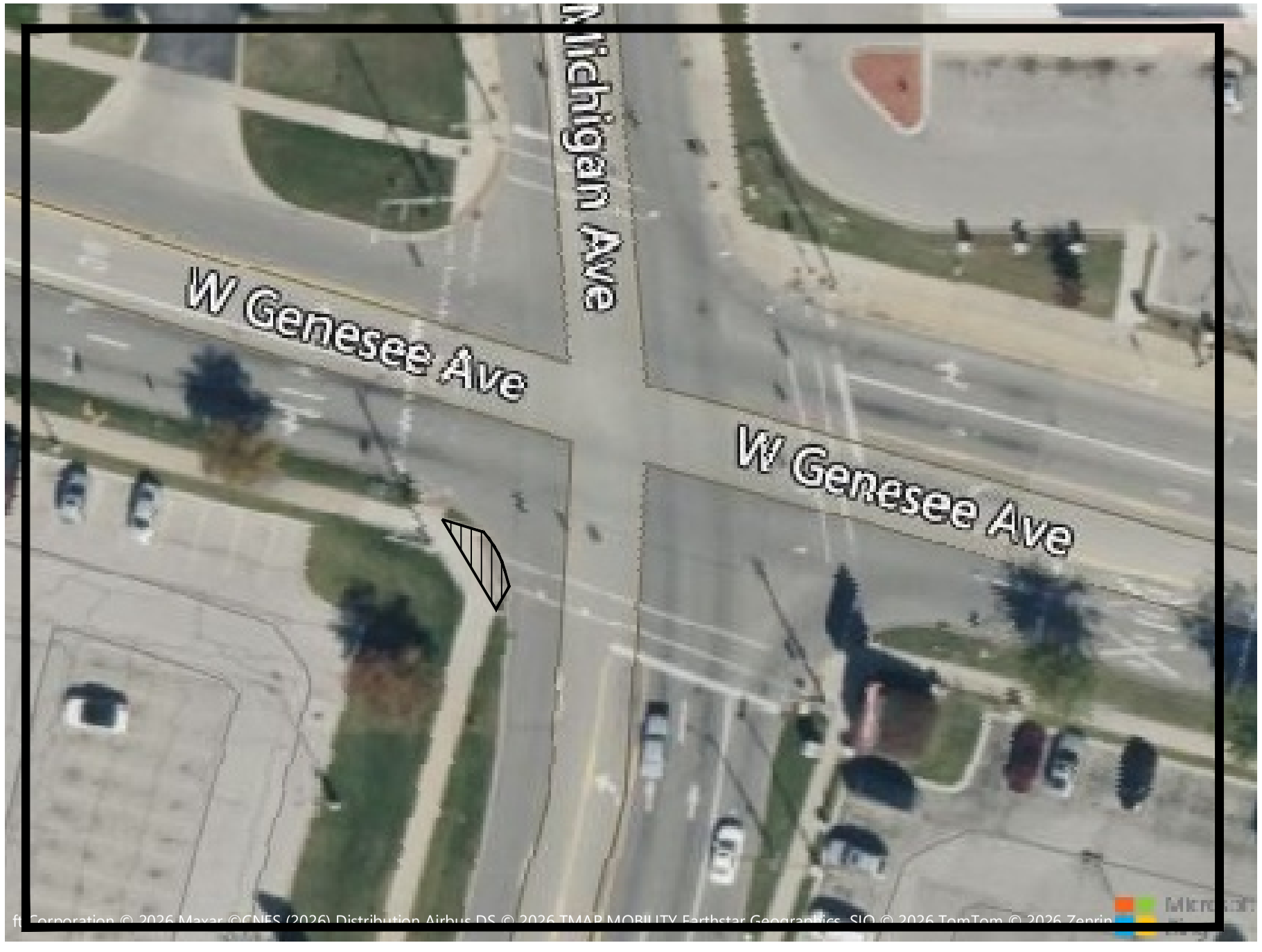
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DRAWN BY	RR	DATE OF PLAN	
CHECKED BY	TH	SCALE	N/A
APPROVED BY		SHEET	08 OF 18 SHEETS

REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
N/A	TBD	N/A	N/A	08

PLOT DATE: February 21, 2026
DRAWING PATH: S:\ROAD PROJECTS\2026 ADA RAMPS PROJECT\CAD\CAD CURRENT\CAD

NORTH ARROW





REFERENCE PHOTO – VERIFY IN FIELD

INTERSECTION: MICHIGAN AVE AND W GENESEE AVE

NOT FOR CONSTRUCTION
BID DOCUMENT

C-1722 2026 ADA Ramp Project
Page 103 of 114

Page 241 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW - MICHIGAN

DESIGNED BY	RR
DRAWN BY	RR
CHECKED BY	TH
APPROVED BY	
CONSTRUCTED	
DATE OF PLAN	
SCALE	N/A
SHEET	09 OF 20 SHEETS

REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
N/A	TBD	N/A	N/A	09

PLOT DATE: February 21, 2026
DRAWING PATH:

NORTH ARROW



INTERSECTION: N FRANKLIN AND E GENESEE AVE



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C-1722 2026 ADA Ramp Project
Page 104 of 114

Page 242 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

DESIGNED BY	RR	CONSTRUCTED	
DRAWN BY	RR	DATE OF PLAN	
CHECKED BY	TH	SCALE	N/A
APPROVED BY		SHEET 10 OF 20 SHEETS	

REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
N/A	TBD	N/A	N/A	10

PLOT DATE: February 21, 2026
DRAWING PATH:

NORTH ARROW



INTERSECTION: BAUM ST AND E GENESEE AVE



REFERENCE PHOTO – VERIFY IN FIELD

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C-1722 2026 ADA Ramp Project
Page 105 of 114

Page 242 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

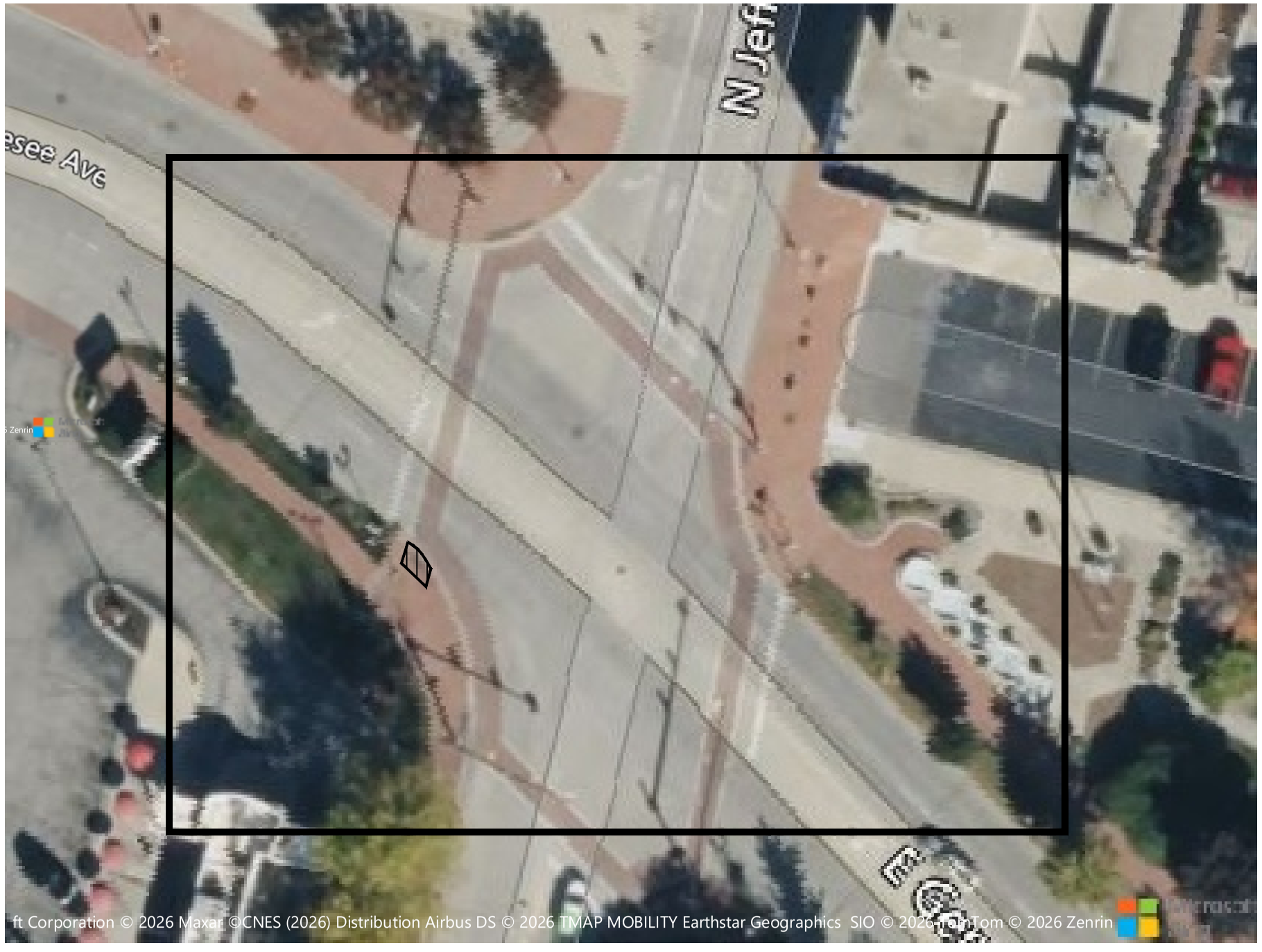
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REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
N/A	TBD	N/A	N/A	11

PLOT DATE: February 21, 2026
DRAWING PATH:

NORTH ARROW





REFERENCE PHOTO – VERIFY IN FIELD

INTERSECTION: N JEFERSON AVE AND E GENESEE AVE

NOT FOR CONSTRUCTION
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CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

DESIGNED BY	RR	CONSTRUCTED	
DRAWN BY	RR	DATE OF PLAN	
CHECKED BY	TH	SCALE	N/A
APPROVED BY		SHEET	12 OF 20 SHEETS

REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
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PLOT DATE: February 21, 2026
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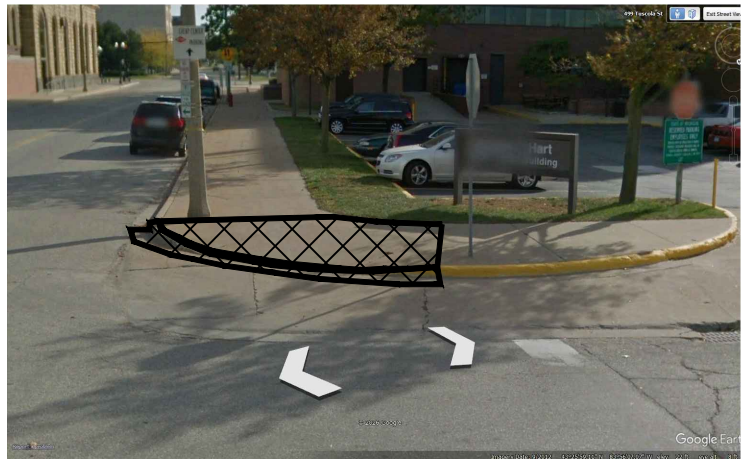
NORTH ARROW



INTERSECTION: TUSCOLA ST AND N JEFFERSON AVE



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REFERENCE PHOTO – VERIFY IN FIELD



REFERENCE PHOTO – VERIFY IN FIELD

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C-1722 2026 ADA Ramp Project
Page 107 of 114

Page 248 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

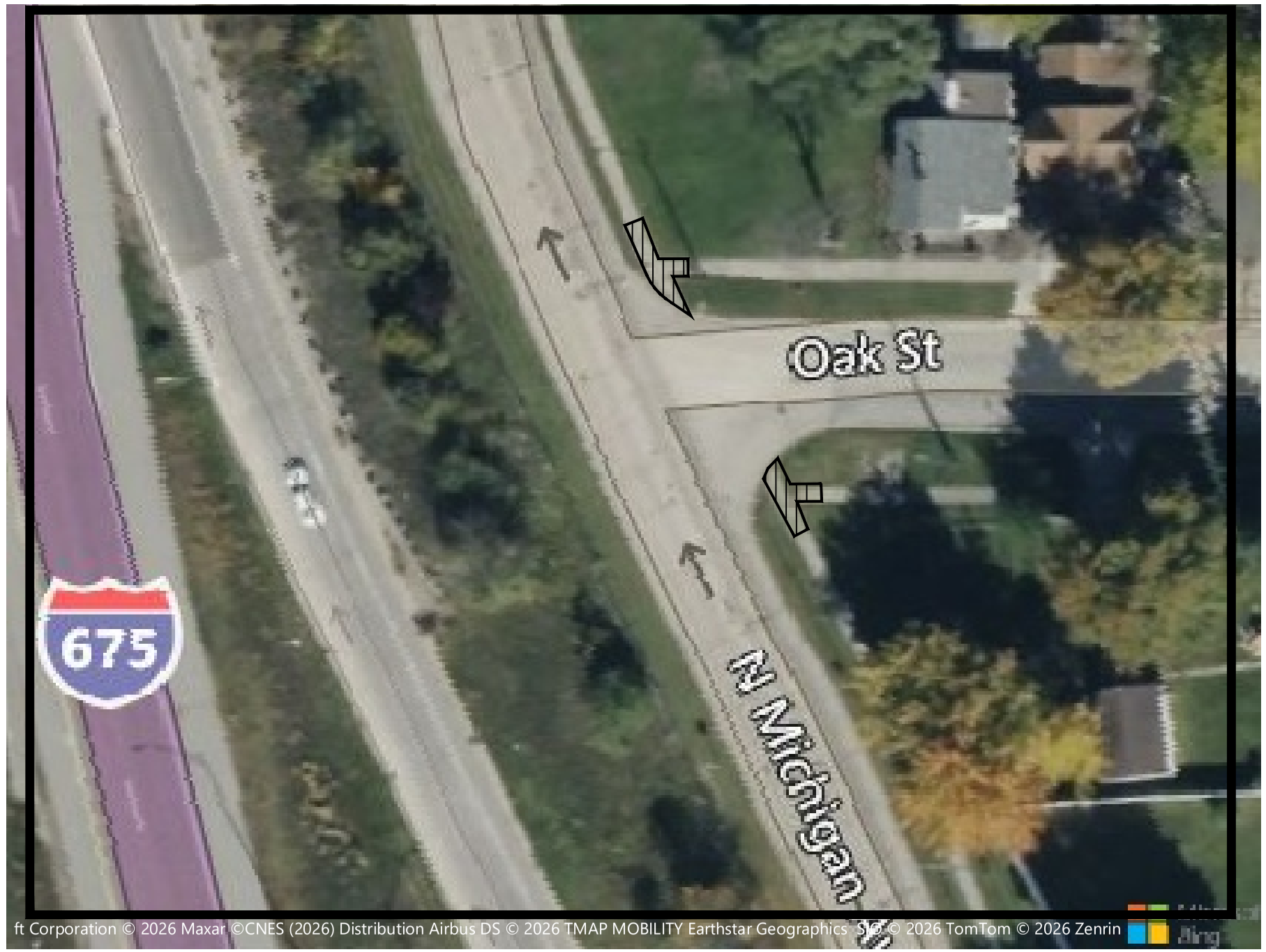
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APPROVED BY		SHEET	13 OF 20 SHEETS

REVISION: DATE / INITIALS

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PLOT DATE: February 21, 2026
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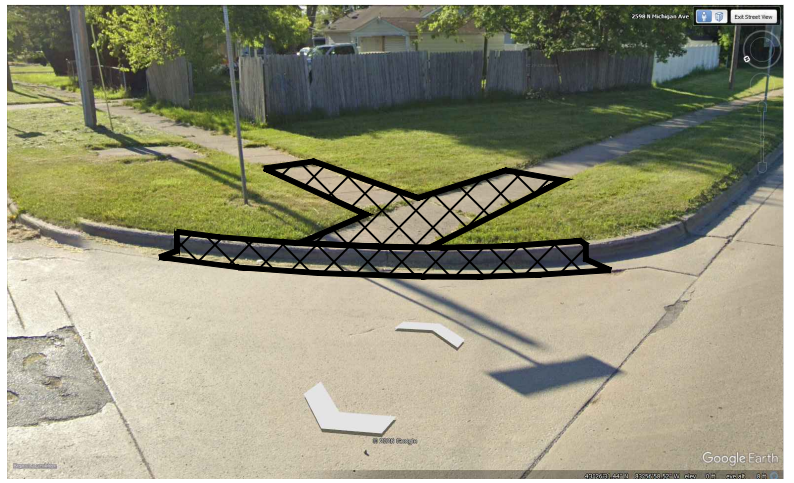
NORTH ARROW



INTERSECTION: N MICHIGAN AVE AND OAK ST



REFERENCE PHOTO – VERIFY IN FIELD



REFERENCE PHOTO – VERIFY IN FIELD

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C-1722 2026 ADA Ramp Project
Page 108 of 114

Page 248 of 421

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW - MICHIGAN

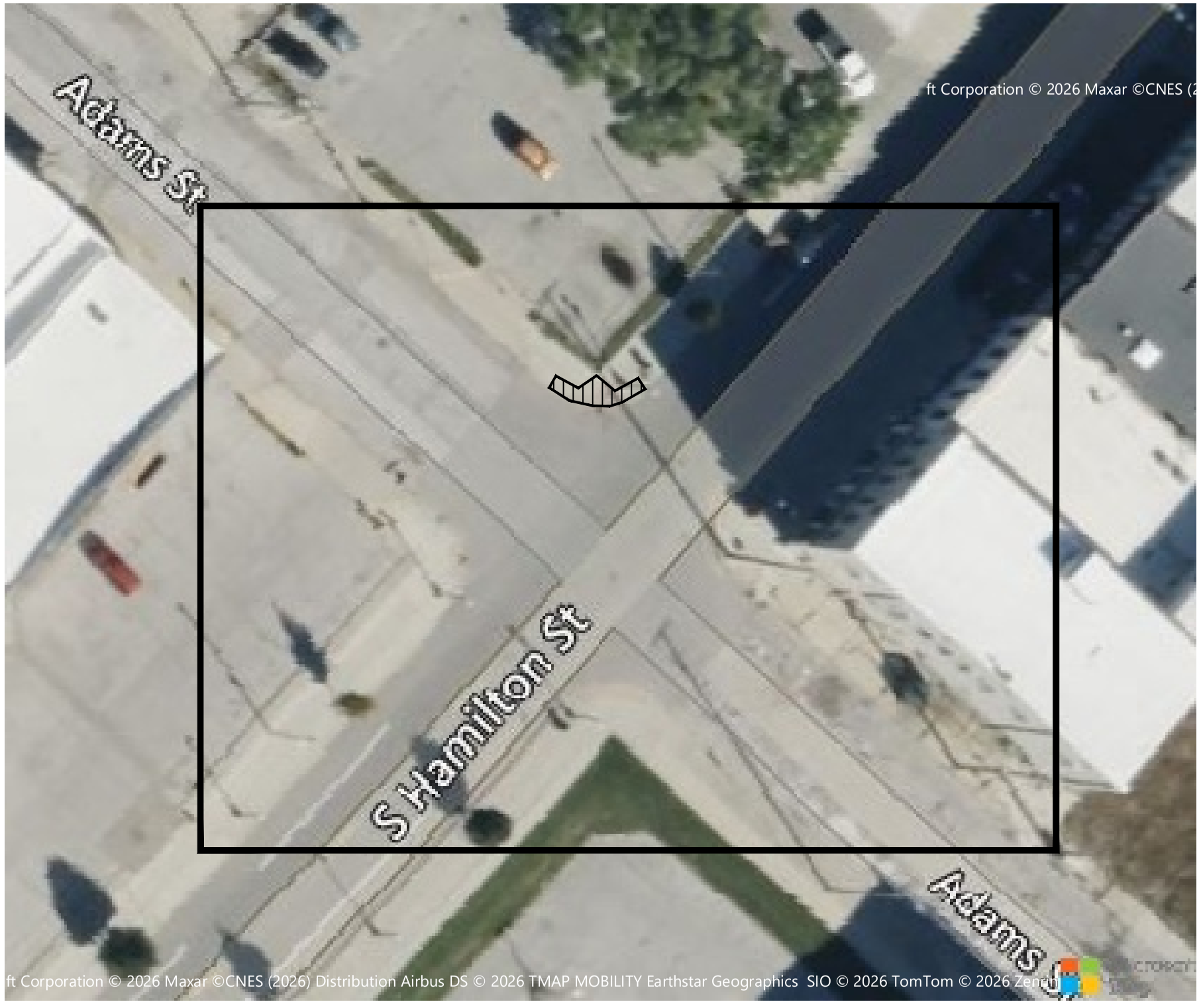
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CHECKED BY	TH	SCALE	N/A
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REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
N/A	TBD	N/A	N/A	14

PLOT DATE: February 21, 2026
DRAWING PATH:

NORTH ARROW





REFERENCE PHOTO – VERIFY IN FIELD

NOT FOR CONSTRUCTION
BID DOCUMENT

INTERSECTION: ADAMS ST AND S HAMILTON ST

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

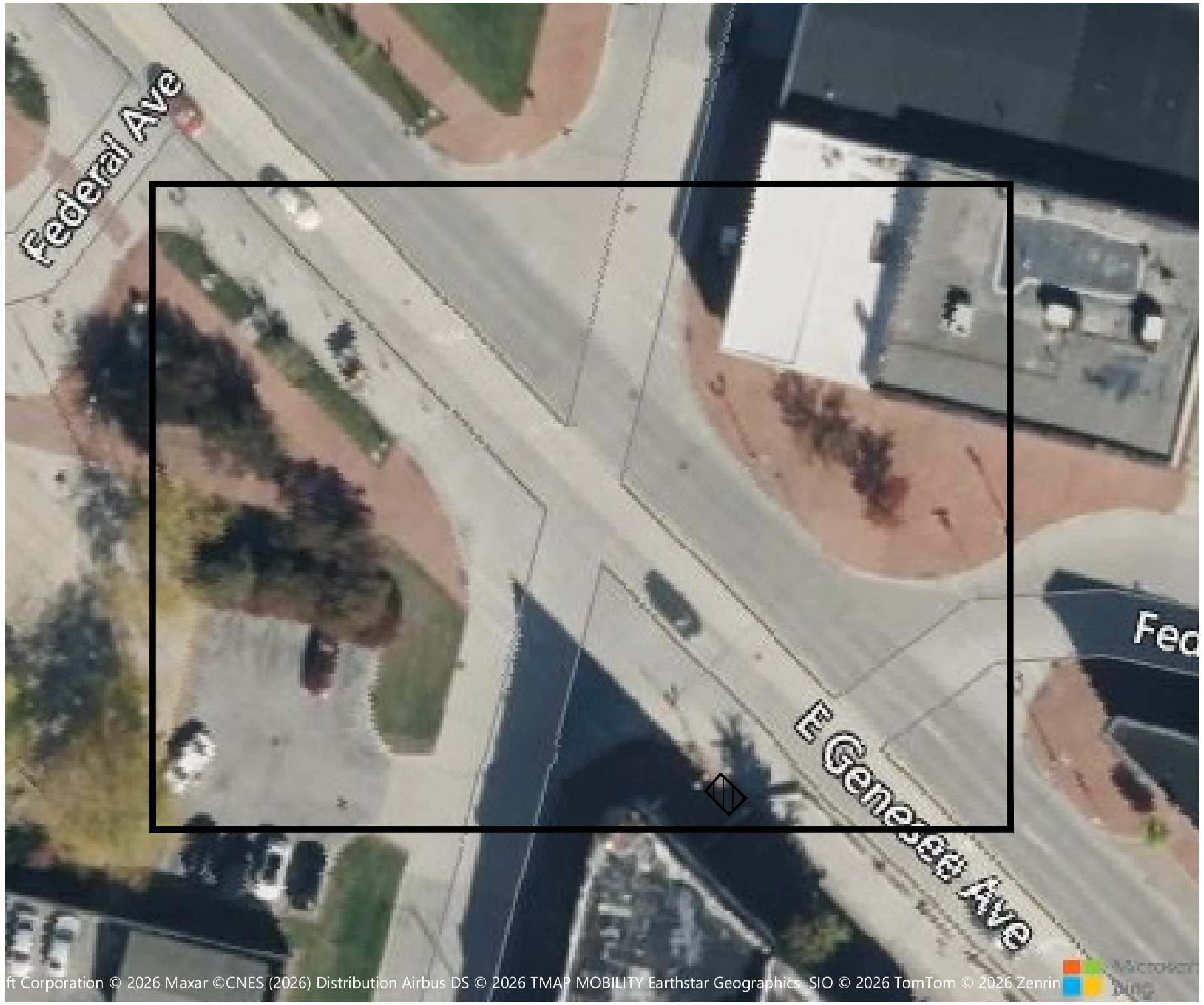
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APPROVED BY		SHEET	15 OF 20 SHEETS

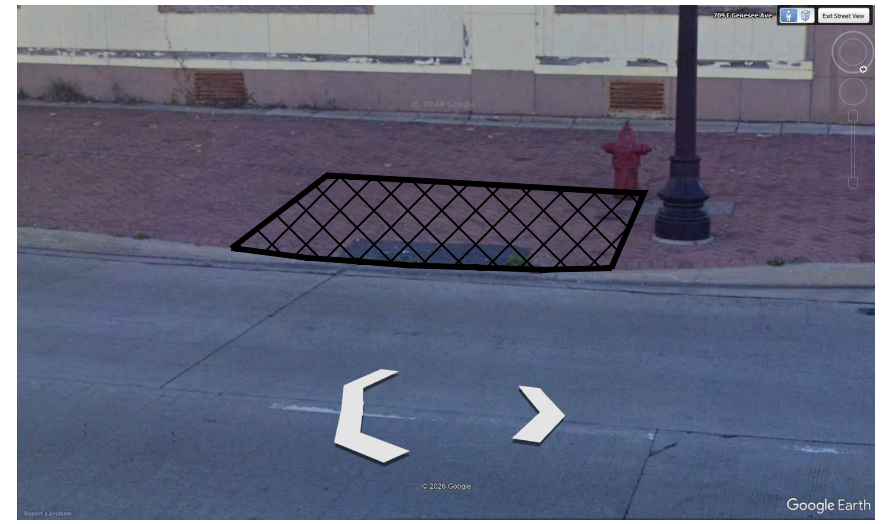
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N/A	TBD	N/A	N/A	15

PLOT DATE: February 21, 2026
DRAWING PATH:

NORTH ARROW





REFERENCE PHOTO – VERIFY IN FIELD

NOT FOR CONSTRUCTION
BID DOCUMENT

INTERSECTION: E GENESEE AVE AND S WEADOCK AVE

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

DESIGNED BY	RR
DRAWN BY	RR
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CONSTRUCTED	
DATE OF PLAN	
SCALE	N/A
SHEET	16 OF 20 SHEETS

REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
N/A	TBD	N/A	N/A	16

PLOT DATE: February 21, 2026
DRAWING PATH:

THE SCALE OF HATCHING IS USED FOR PURPOSED OF THIS LEGEND.
PLEASE SCALE HATCHING ON PLANS, PROFILES AND DETAILS AS NEEDED.

WATER & DRAINAGE SYMBOLS

- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- METER PIT
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING CULVERT END SECTION
- PROPOSED CULVERT END SECTION
- EXISTING HEADWALL
- PROPOSED HEADWALL
- WATER SHUT OFF
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- EXISTING CLEAN OUT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- WATER CAP
- VALVE PIT
- PROPOSED WATER MAIN FITTINGS
- PROPOSED SEWER MAIN FITTINGS
- ADJ-HYD — ADJUST FIRE HYDRANT
- ADJ — ADJUST STRUCTURE
- ADJ-_ — ADJUST DRAINAGE STRUCTURE W/COVER
- ADJ-B/O — ADJUST DRAINAGE STRUCTURE BY OTHERS
- REL-B/O — RELOCATE – BY OTHERS
- SR-_ — SIDEWALK RAMP TYPE

UTILITIES SYMBOLS

- POWER POLE
- GUY POLE
- LIGHT POLE
- TELEPHONE POLE
- TELEPHONE MANHOLE
- GAS VALVE
- FIBER OPTIC MARKER
- ELECTRIC MANHOLE
- HAND HOLE
- GUYWIRE
- RAILROAD SIGNAL
- ELECTRICAL TRANSFORMER RISER
- TELEPHONE PEDESTAL/RISER
- TRAFFIC SIGNAL ON POLE
- PEDESTRIAN SIGNAL
- BOLLARD
- DECORATIVE LIGHT POLE
- ELECTRICAL RECEPTACLE
- 2-WAY SIGNAL HEAD
- 3-WAY SIGNAL HEAD
- 4 WAY SIGNAL HEAD
- STRAIN POLE
- STRAIN POLE WITH CONTROLLER
- STRAIN POLE WITH PEDESTRIAN SIGNAL

UTILITIES PATTERNS

- ELEC — ELECTRICAL LINE
- 24"GAS — GAS LINE
- 12"OIL — OIL LINE
- TELE — TELEPHONE LINE
- 18" SWR — SEWER LINE
- CTV — CABLE TV
- TELE FO — FIBER OPTICS
- POWER TRANSMISSION LINE
- TREE LINE / HEDGE ROW
- FENCE
- GUARD RAIL

PROPOSED PATTERNS

- 6" — CATCH BASIN LEADS
- 12" — SEWER LINE
- 36"WM — WATER MAIN
- CURB AND GUTTER
- REVERSE CURB AND GUTTER
- PAVEMENT
- SIDEWALK
- EASEMENT
- FENCE

PLAN SHEET DRIVE/APPROACH LEGEND

- CONCRETE
- HMA
- AGGREGATE
- SAND

PLAN SHEET REMOVAL LEGEND

- REMOVE HMA (NON-PARTICIPATING)
- REMOVE HMA (PARTICIPATING)
- REMOVE SIDEWALK (NON-PARTICIPATING)
- REMOVE SIDEWALK (PARTICIPATING)
- REMOVE BRICKWALK (NON-PARTICIPATING)
- REMOVE BRICKWALK (PARTICIPATING)
- REMOVE PAVEMENT (NON-PARTICIPATING)
- REMOVE PAVEMENT (PARTICIPATING)
- ABANDON VAULT
- REMOVING CURB, GUTTER AND CURB & GUTTER
- REMOVING (R)
- ABANDONING (A)
- SAVE (S)
- BULKHEAD (B)
- CLEARING (C)

REAL ESTATE/PARCEL SYMBOLS

- PROPERTY OWNERSHIP ARROW
- CONTIGUOUS PROPERTY SYMBOL
- 401-069 — PARCEL/TAX ID NUMBER
- PARCEL LINES

MISCELLANEOUS SYMBOLS

- HAZARDOUS OR FLAMMABLE MATERIAL — USED WITH UNDERGROUND GAS AND ELECTRICAL LINES
- CAUTION – CRITICAL UNDERGROUND UTILITY — USED WITH UNDERGROUND TELEPHONE AND FIBER OPTICS LINES
- 36" — PROPOSED CULVERT/SEWER
- EX 12" CMP — EXISTING CULVERT/SEWER

MISCELLANEOUS SYMBOLS

- EXISTING STRUCTURE NUMBER
- PROPOSED STRUCTURE NUMBER
- PINE TREE
- DECIDUOUS TREE
- RIPRAP
- SIGN
- SIGN2
- SWAMP OR WETLAND
- BUSH OR SHRUB
- STUMP
- ROW MARKER
- PROPERTY CORNER
- REFERENCE POINT
- REFERENCE MARKER
- T.H.#__ — TEST HOLE NO.
- MONUMENT
- BENCH
- BIKE RACK
- BM — BENCHMARK
- CONTROL POINT
- MONUMENT
- MW — MONITORING WELL
- PROPERTY IRON

TYPICAL CROSS SECTION LEGEND

- REMOVAL OF PAVEMENT, CURB & GUTTER, SIDEWALK AND COLD MILLING
- CRUSH & SHAPE AND RUBBLIZE
- HMA TOP COURSE & WEDGING
- HMA LEVELING COURSE
- HMA BASE COURSE
- AGGREGATE, SUBBASE, SIDEWALK, CURB & GUTTER, BARRIER AND VALLEY GUTTER
- CONCRETE PAVEMENT & SHOULDERS

R.O.W. PATTERNS

- EXISTING R.O.W.
- SECTION LINE

SOIL EROSION AND SEDIMENTATION CONTROL

- SLOPE RESTORATION — (3)
- INLET PROTECTION FABRIC DROP — (29)

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW - MICHIGAN

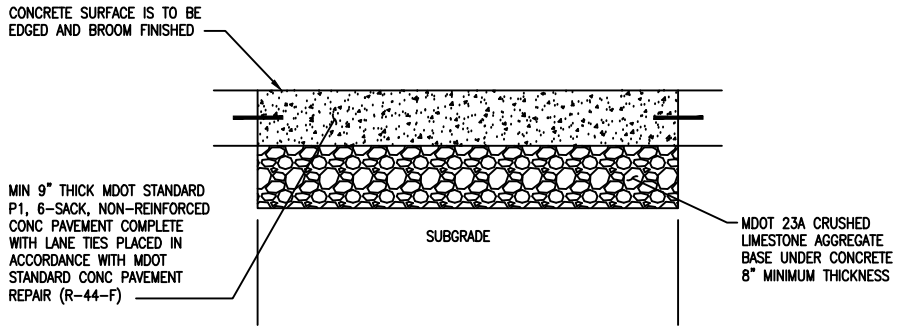
DESIGNED BY
DRAWN BY
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APPROVED BY

CONSTRUCTED
DATE OF PLAN .
SCALE N/A
SHEET 17 OF 20 SHEETS

REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
.	.	.	.	17

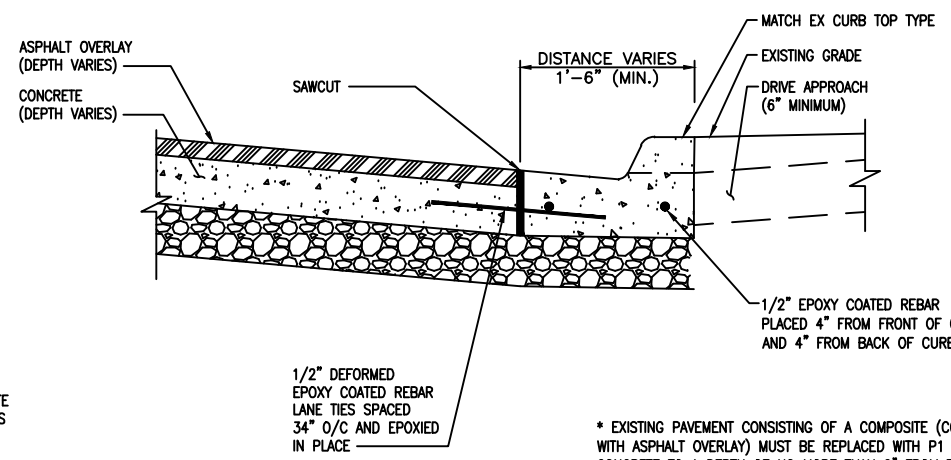
PLOT DATE: February 21, 2026
DRAWING PATH:



THE CITY OF SAGINAW REQUIRES THAT THE CONTRACTOR MUST CONTACT THE CITY OF SAGINAW FOR INSPECTION PRIOR TO MAKING REPAIRS. PATCH SIZE WILL BE DETERMINED BY A REPRESENTATIVE OF THE CITY OF SAGINAW.

CONCRETE PATCH

NO SCALE CONCP.DWG

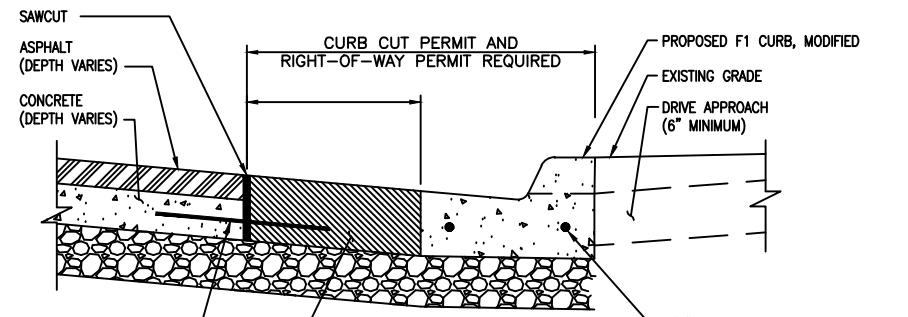


* EXISTING PAVEMENT CONSISTING OF A COMPOSITE (CONCRETE BASE WITH ASPHALT OVERLAY) MUST BE REPLACED WITH P1 6 SACK CONCRETE TO A DEPTH OF NO MORE THAN 2" FROM THE FINISHED GRADE. THE CONCRETE WILL NOT HAVE A FINISHED SURFACE. THEN 2'-0" OF 13A ASPHALT SHALL BE PLACED AND THEN COMPACT WITH A PLATE COMPACTOR.

COMPOSITE PAVEMENT SECTION DETAIL INTEGRAL PAMEMENT (WITH MILLED SURFACE)

NO SCALE CURB CUT PERMIT AND RIGHT-OF-WAY PERMIT REQUIRED INTMIL.DWG

COMPOSITE PAVEMENT
SECTION DETAIL
NON-INTEGRAL PAVEMENT



EXISTING PAVEMENT CONSISTING OF A COMPOSITE (CONCRETE BASE WITH ASPHALT OVERLAY) MUST BE REPLACED WITH P1 6 SACK CONCRETE TO A DEPTH OF NO MORE THAN 2" FROM THE FINISHED GRADE. THE CONCRETE WILL NOT HAVE A FINISHED SURFACE. THEN 2' OF 13A ASPHALT SHALL BE PLACED AND COMPACT WITH A PLATE COMPACTOR.

TYPICAL CROSS SECTION AT PROPOSED CURB REPLACEMENT

NO SCALE COMPAV.DWG

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW - MICHIGAN

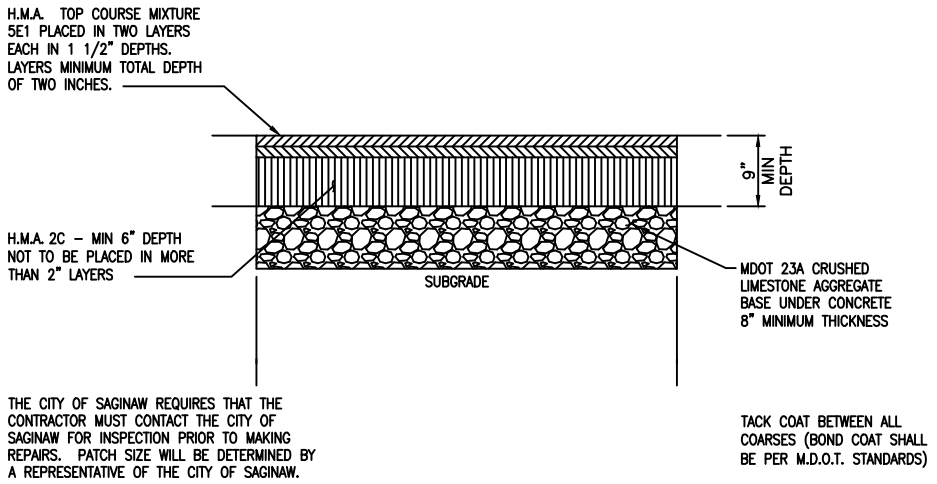
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SHEET 19 OF 20 SHEETS

REVISION: DATE / INITIALS

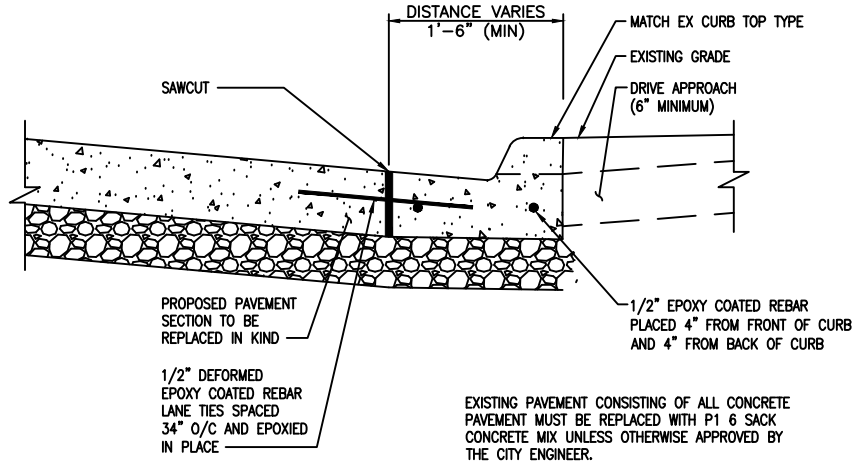
CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
.	.	.	.	17

PLOT DATE: February 21, 2026
DRAWING PATH:



HMA PATCH

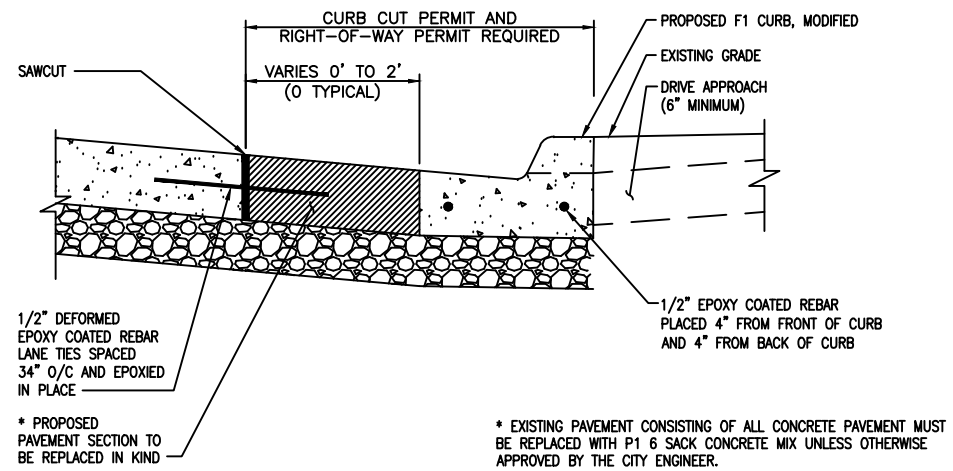
NO SCALE HMA.DWG



FULL DEPTH CONCRETE
PAVEMENT SECTION DETAIL – INTEGRAL PAVEMENT

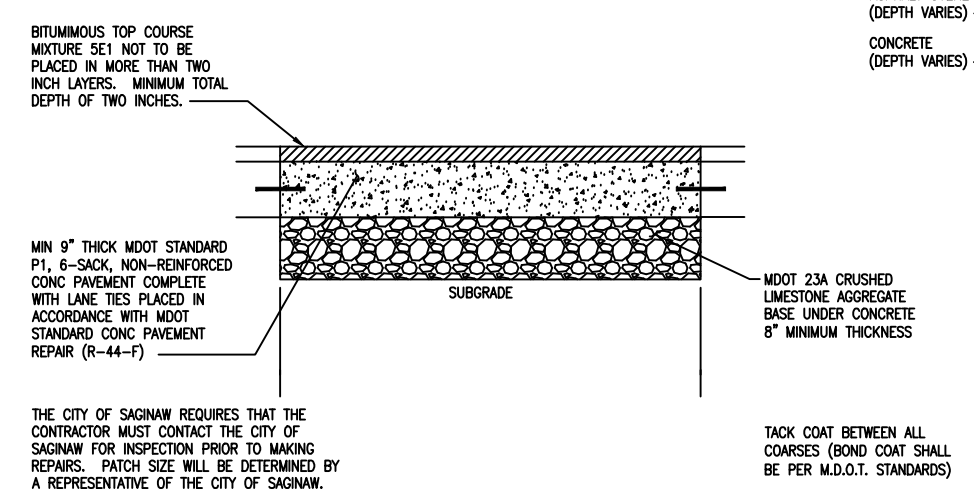
NO SCALE CURB CUT PERMIT AND RIGHT–OF WAY PERMIT REQUIRED CURB.DWG

FULL DEPTH CONCRETE
PAVEMENT SECTION DETAIL
NON–INTEGRAL PAVEMENT



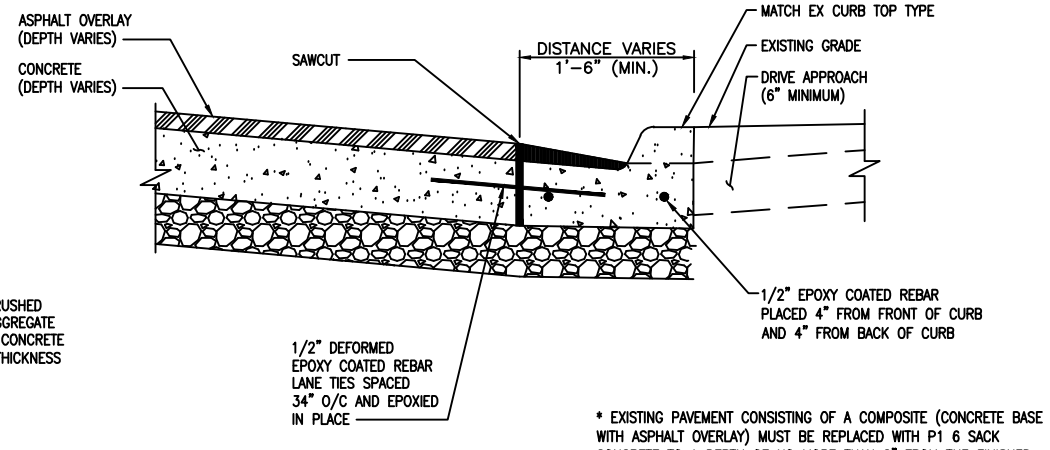
TYPICAL CROSS SECTION AT PROPOSED CURB REPLACEMENT

NO SCALE CURBREPLACE.DWG



COMPOSITE PATCH

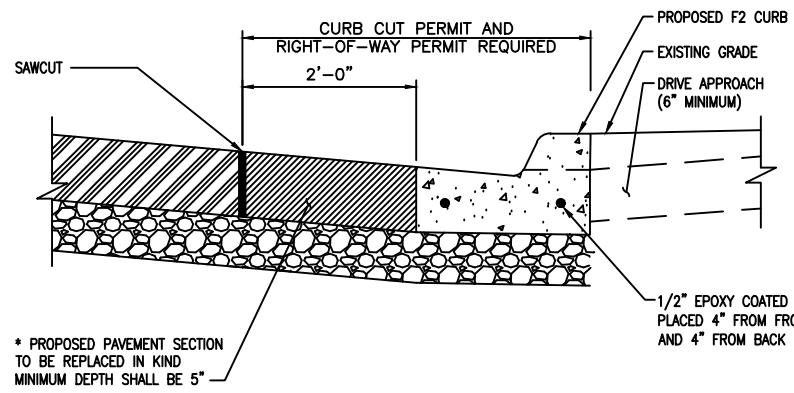
NO SCALE COMP.DWG



COMPOSITE PAVEMENT SECTION DETAIL
INTEGRAL PAMEMENT (WITH OVERLAYED GUTTER PAN)

NO SCALE CURB CUT PERMIT AND RIGHT–OF–WAY PERMIT REQUIRED INTGUT.DWG

FULL DEPTH ASPHALT
PAVEMENT SECTION DETAIL
NON–INTEGRAL PAVEMENT



TYPICAL CROSS SECTION AT PROPOSED CURB REPLACEMENT

NO SCALE FULASP.DWG

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
–ENGINEERING DIVISION–

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW – MICHIGAN

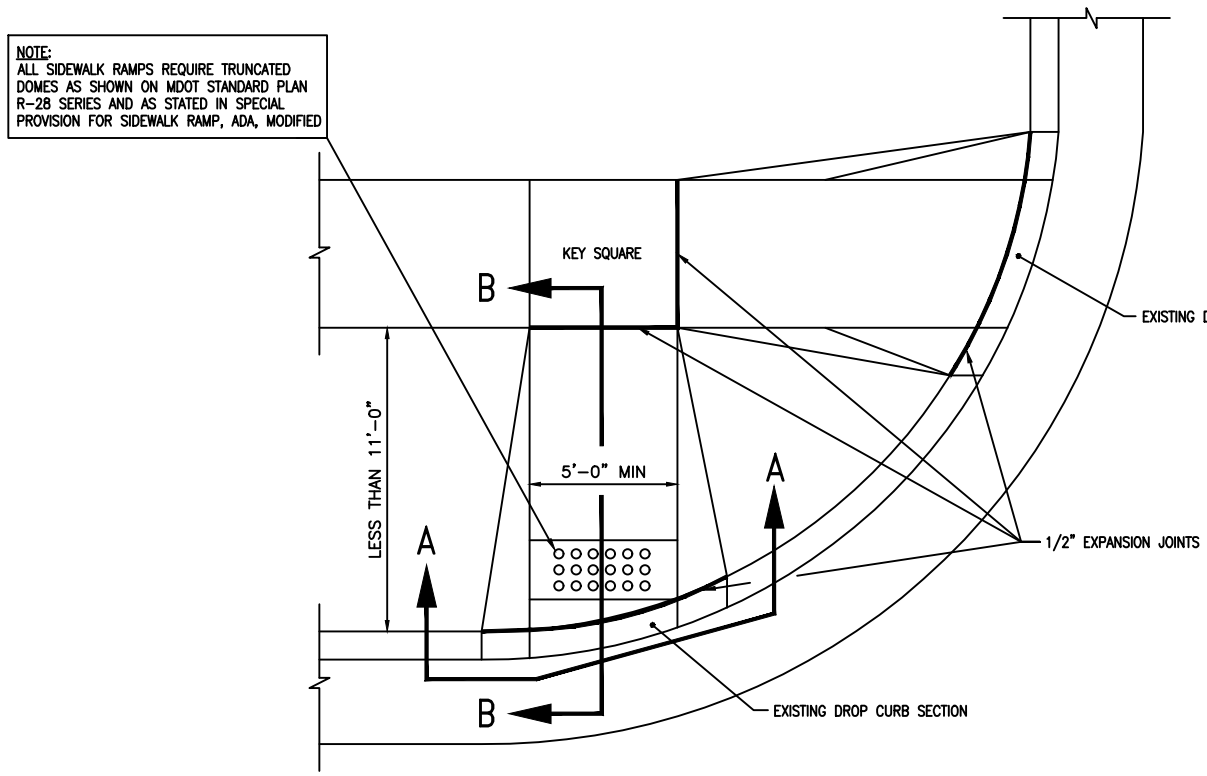
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CHECKED BY
APPROVED BY

CONSTRUCTED
DATE OF PLAN
SCALE N/A
SHEET 18 OF 20 SHEETS

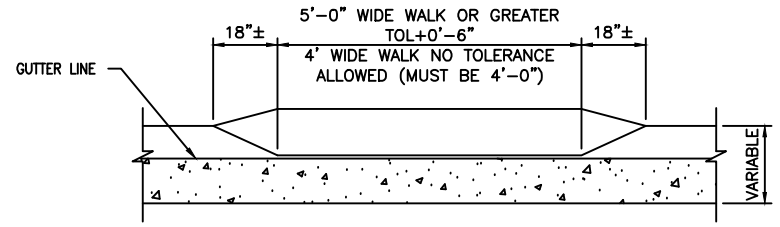
REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
.	.	.	.	18

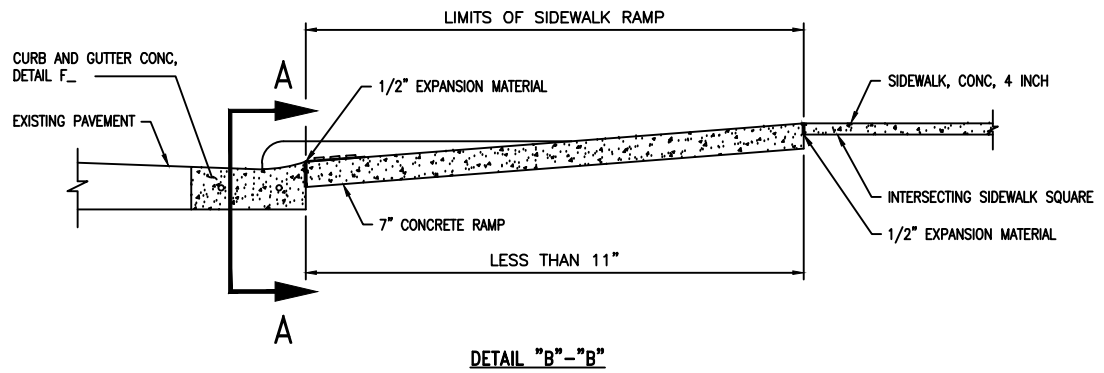
PLOT DATE: February 21, 2026
DRAWING PATH:



PLAN VIEW



DETAIL "A"-"A"

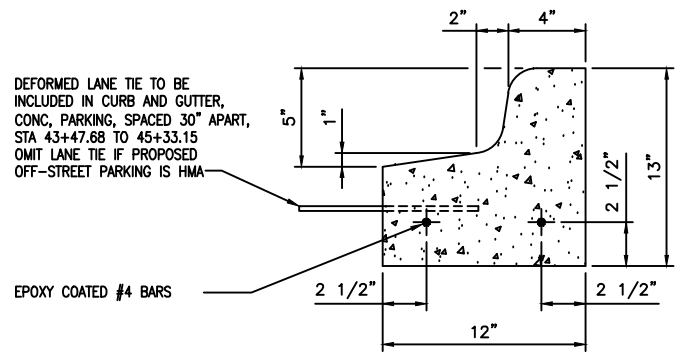


DETAIL "B"-"B"

NOTE:
ALL GRADING AND EXCAVATION NECESSARY TO CONSTRUCT SIDEWALK AS SHOWN, WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCLUDED AS PART OF SIDEWALK AND RAMP PAY ITEMS.

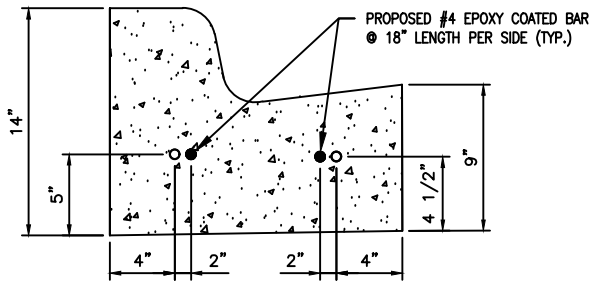
ADA HANDICAP RAMP DETAILS

NO SCALE ADA.DWG



CURB AND GUTTER, CONC, PARKING

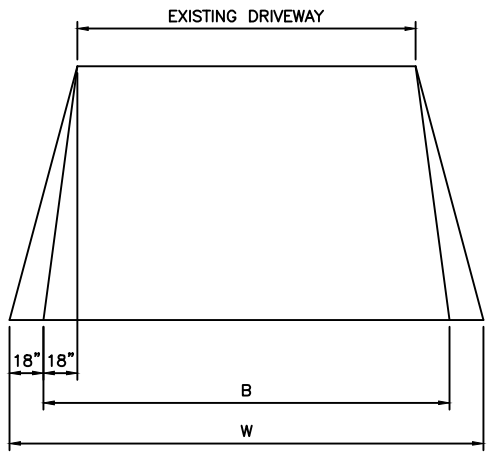
NO SCALE CURBGUT.DWG



NOTE: IN AREAS WHERE CONTRACTOR IS REPLACING EXISTING CURB WITH NEW CURB. CONTRACTOR SHALL DRILL EXISTING CURB AND INSTALL 2-#4 EPOXY COATED BARS PER EACH SIDE OF NEW CURB AS DIRECTED BY THE ENGINEER. COST TO PERFORM THIS WORK SHALL BE INCLUDED IN CURB AND GUTTER, CONC, DETAIL F2.

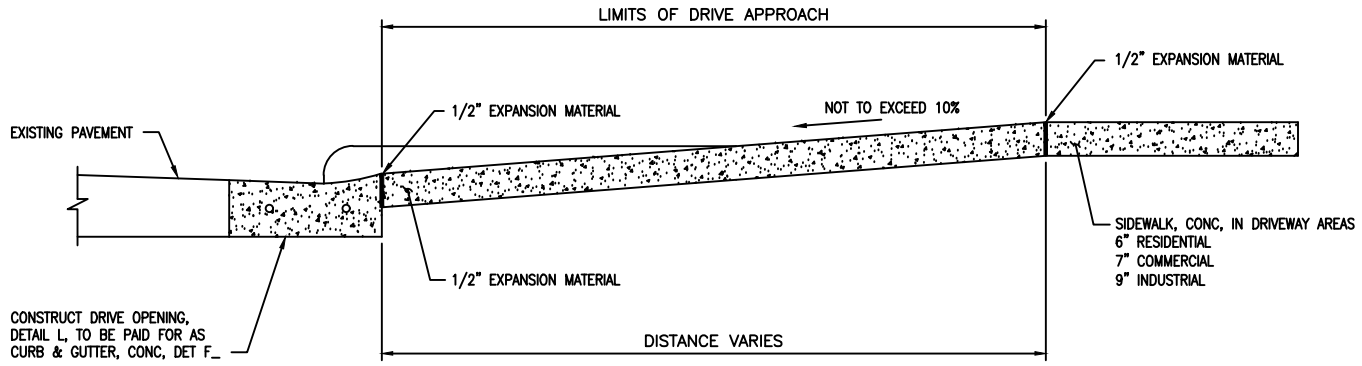
CURB REPLACEMENT DETAIL

NO SCALE CURBREP.DWG



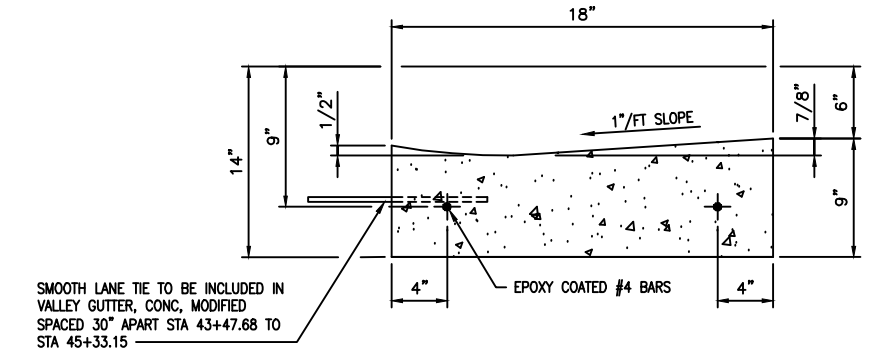
DRIVEWAY APPROACH PLAN

NO SCALE DRVAPP.DWG



DRIVEWAY APPROACH CROSS SECTION

NO SCALE DRVAPP.DWG



VALLEY GUTTER, CONC, MODIFIED

NO SCALE VALGUT.DWG

CITY OF SAGINAW
DEPARTMENT OF PUBLIC SERVICES
-ENGINEERING DIVISION-

LOCATIONS
2026 ADA RAMPS PROJECT
CITY OF SAGINAW - MICHIGAN

DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY

CONSTRUCTED
DATE OF PLAN
SCALE N/A
SHEET 20 OF 20 SHEETS

REVISION: DATE / INITIALS

CONTROL SECTION	JOB NO.	FEDERAL PROJECT	FEDERAL ITEM	SHEET NO.
.	.	.	.	20

PLOT DATE: February 21, 2026
DRAWING PATH:

Council Communication

Item Number: 16.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: 2026 CDBG Mill & Resurface and ADA Ramps (C-1716)

Prepared By: Travis Hare, City Engineer

Manager's Recommendation:

Approve the Community Development Block Grant (CDBG) contract with Lois Kay Contracting, Co. for $408,619 for the S. Granger Street and Lyon Street Resurface CDBG and ADA S. Porter St and Jackson St project for the Public Services Department, Engineering Division.

Justification:

On March 17, 2026, the City received one qualified bid for the S. Granger Street and Lyon Street Resurface CDBG and ADA S. Porter and Jackson Street (C-1716) project. This project is fully funded by CDBG funds. The contract includes pavement milling and resurfacing, miscellaneous curb and gutter replacement, and ADA sidewalk ramps on S. Granger Street from Gratiot Avenue (M-46) to Mackinaw Street, and on Lyon Street from Granger Street to Gratiot Avenue. Also included are ADA sidewalk ramps on S. Porter Street from Gratiot Avenue (M-46) to Jackson Street and Jackson Street from S. Porter Street to Gratiot Avenue. The following is a tabulation of the bid received:

Vendor	Cost
Lois Kay Contracting, Co. Saginaw, MI (out-city)	$408,618.50

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Community Development Block Grant Fund, Special Projects Division, Street Resurfacing Account No. 275-649.02-955.002.

I have approved the contract as to substance and is subject to City Attorney approval as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. C-1716 S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St

CITY OF SAGINAW
1315 S WASHINGTON AVE
SAGINAW MICHIGAN 48601

C-1716
S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St

This project is fully or partially funded with Community Development Block Grant funds.

BID OPENING
TUESDAY, MARCH 17, 2026
3:00 PM

TABLE OF CONTENTS
C-1716
S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St

SEALED BID INSTRUCTIONS 1

GENERAL INFORMATION 2

GENERAL INSTRUCTIONS TO BIDDERS 4

DIVISION 1: GENERAL CONDITIONS – CITY OF SAGINAW 11

NOTICE TO BIDDERS – CONSULTANTS/ INSURANCE/BONDS.....32

NOTICE TO BIDDERS – IRAN SANCTIONS.....36

NOTICE TO BIDDERS – PREFERENCE TO LOCAL BIDDERS 37

DIVISION 2: CDBG AND WAGE DECISIONS – CITY OF SAGINAW 38

NOTICE INVITING SEALED BIDS 77

BID FORM 78

COPY OF CONTRACT 83

SCOPE OF WORK.....86

PROGRESS CLAUSE 87

TECHNICAL SPECIFICATIONS.....89

PRE-QUALIFICATION 90

SUBCONTRACTOR LIST 91

UTILITY COORDINATION 92

LIQUIDATED DAMAGES 93

SIDEWALK, REM, MODIFIED 94

PAVT, REM, MODIFIED 95

SIDEWALK CONSTRUCTION DETAIL.....96

SIDEWALK GRADING, MODIFIED 97

AGGREGATE, __INCH, MODIFIED 98

DR STRUCTURE COVER, TYPE __, MODIFIED.....99

GAS AND WATER SHUTOFF, ADJ, MODIFIED.....100

STRUCTURE ADJUSTMENTS.....101

HOT MIX ASPHALT (HMA) APPLICATION ESTIMATE.....103

CONCRETE PAY ITEMS 104

CONCRETE SIDEWALK.....105

MAINTAINING TRAFFIC.....109

TURF ESTABLISHMENT, PERFORMANCE 133

SOURCE OF STEEL AND IRON (BUY AMERICA) 138

LOCATION DRAWINGS..... 141-143

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

SEALED BID INSTRUCTIONS

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

1. Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
2. Bids must be in ink or typewritten.
3. Bids must contain bidder's complete name, address, and telephone number.
4. Bids must be signed in ink and dated.
5. Bids must include delivery or completion time.
6. If an addendum is issued by the City, it must be signed, dated, and returned with bid.
7. An **original** bid bond, bank money order, certified check, or cashier's check in the amount of five percent (5%) of the total amount bid must be submitted with any bid in excess of $100,000. The AIA Document A310 – 2010 bid bond is the preferred format. If the agreement is for multiple years, each year should be combined to get your total cost. **Facsimiles or copies of bid bond will not be accepted, and bid will be disqualified if submitted.**
8. All erasures or corrections to pricing information must be initialed in ink.
9. If this is a Davis-Bacon Prevailing Wage Project, it will include a wage decision and Division 2. The City of Saginaw does not have a Prevailing Wage ordinance.
10. In case of a discrepancy between a unit price and its extension, the unit price will be considered correct, and the bid will be recalculated to determine the amount bid. All addition errors will be corrected, and the total bid will be adjusted to reflect the corrections.
11. All bids must be in the City Purchasing Office, 1315 S. Washington Ave. Saginaw, MI 48601 by the date and time specified on bid forms. The Purchasing Office is located at Saginaw City Hall in room #105.
12. Each bidder's envelope, FED EX box/letter, UPS box/letter, or any other method of sealed delivery must have the bid number or contract number on the outside of the container. **UNMARKED BIDS WILL BE DISQUALIFIED.**
13. EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH **SEALED BID AND THE BID NUMBER** MARKED ON THE FRONT. A COPY OF THE ORIGINAL BID MUST ALSO BE INCLUDED IN THE BID.

RIGHT OF CITY TO ACCEPT OR REJECT BIDS

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES WHICH DO NOT MATERIALLY AFFECT THE BID DOCUMENT OR OTHERWISE CONFLICT WITH STATUTE OR ORDINANCE. ANY REJECTION OF BIDS SHALL BE MADE ONLY IF THERE IS A SOUND DOCUMENTED REASON FOR SAME.

REV 9-2021

GENERAL INFORMATION

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

CITY OF SAGINAW PURCHASING OFFICE – ROOM #105
1315 S. WASHINGTON AVENUE, SAGINAW, MICHIGAN 48601

SEALED BID DOCUMENTS

EFFECTIVE IMMEDIATELY: All interested bidders may obtain bid document forms, proposal instructions, general specifications, and bid results from the City of Saginaw website **(www.saginaw-mi.com).**

NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL

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

ALTERATION OF BID BY BIDDER

After bids have been opened, the bidder will not be allowed to withdraw, modify or correct any bid. Substitutions and alternates: If a document is issued with the language "No Substitutions, then none will be considered. If a document does not include this language the respective bidder can include a substitution and/or alternate of which the Cit reserves the right to determine equivalent.

EVIDENCE OF BIDDER'S QUALIFICATIONS

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

FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS

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

CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED

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

CITY INCOME TAX COMPLIANCE

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

WITHHOLDING FROM PAYMENTS

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

CONTRACT COMPLIANCE ORDINANCE

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

BID FORMS

A copy of the original bid form is to be enclosed in the bid envelope (original plus a complete copy). "All or None" means bidders are required to submit pricing for all years and/or all items requested. Any proposal received that does not meet this requirement will be disqualified. If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit. If you receive a bid copy from our website and have never conducted business with us you can also complete a copy of the "Vender Compliance From" are return it to us or contact our Purchasing Office so you can be formally added to the respective bidder list for that good or service. (989) 759-1430.

BID RESULTS

A bid tabulation sheet showing the initial results will be posted on our website within 48 hours of the bid opening date. Once the respective department reviews the bids, they will make a recommendation on who our City Council should award the bid to. At that time, the recommendation will also be posted on the tabulation sheet as a secondary notice.

INSTRUCTIONS AS PART OF CONTRACT

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

GENERAL INSTRUCTION TO BIDDERS

1. INTENT

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

2. INTERPRETATIONS OR ADDENDA

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

3. INSPECTION OF SITE

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

4. BIDS ON MORE THAN ONE CONTRACT

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

5. DEFINITIONS

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

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

6. CORRECTIONS

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

7. COLLUSIVE AGREEMENT (SEE PROPOSAL)

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

8. STATEMENT OF BIDDER'S QUALIFICATIONS

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

9. ALTERNATIVE BIDS

No alternative bids will be considered unless specifically requested.

10. BIDS

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

b. Bid documents, which are mailed shall include the bid, the bid guaranty (when required), the non-collusion affidavit, and the statement of bidder's qualification (if requested) and shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled "Sealed

Bid", (outer envelope properly addressed to "City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan 48601") project name and number, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. All proposals must be either filled out in ink or typewritten; typewritten is preferred. Bids to include a copy along with the original.

c. The City of Saginaw may consider as irregular any bid on which there is an alteration of the bid form hereto attached and at its option may reject the same.

d. If the contract is awarded, it will be awarded by the City of Saginaw to a responsible bidder on the basis of the bid most favorable to the City of Saginaw. The contract will require the completion of work according to the contract documents. Transfer of contract or of interests in contract are prohibited unless approved by the proper City agency.

e. Each bidder shall include in his bid the following information:

I. Bidder Name
II. Address
III. City, State, Zip Code
IV. Telephone Number
V. E-mail
VI. Status

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

a. Bids of $100,000 or more must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the total contract cost of construction including all overhead items. The bid bond shall be secured by a guaranty, or a surety company listed in the latest issue of U.S. Treasury Circular 570 and authorized to transact surety business in the State of Michigan. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. At the option of the bidder, the guaranty may be a certified check, cashier's check, bank money order or a bid bond in the amount specified. The AIA document A310 – 2010 bid bond is the preferred format. No bid will be considered unless it is accompanied by the required guaranty. The certified check, cashier's check, bank money order or a bid bond must be payable to the order of the City of Saginaw. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, as required by the contract documents.

b. Revised bids submitted before the opening of bids, representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly, otherwise the bid will not be considered.

c. Certified checks or cashier's check, bid bonds, and bank money orders of unsuccessful bidders, will be returned as soon as practicable after award of a contract.

c

12. UNIT PRICE BIDS

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

13. PUBLIC ACT 524 OF 1980 (When Applicable)

Sec.2 (1) 1980 P.A. 524 states as follows:

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

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

14. TIME FOR RECEIVING BIDS

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

15. OPENING OF BIDS

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

d

16. WITHDRAWAL OF BIDS

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

17. AWARD OF CONTRACTS: REJECTION OF BIDS

a. The contract will be awarded to the lowest responsible bidder complying with the conditions of the SEALED BID INFORMATION, provided such bid is reasonable and it is to the interest of the City of Saginaw to accept it. The City of Saginaw, however, reserves the right to accept or reject any and all bids or parts thereof, and to waive any irregularities in a bid except those specific any mentioned in the "Sealed Bid Instructions".

b. The City of Saginaw reserves the right to consider as unqualified to perform the contract, any bidder who does not habitually perform with his own forces, the major portions of the work involved.

c. On contracts of $50,000 or more, the bidder to whom the Purchasing Committee recommends for award will be required to provide bonds prior to award as outlined in Division 1, Section 121.

18. CONSTRUCTION SCHEDULE

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

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

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

e

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

19. SUBCONTRACTS

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

20. PRE-CONSTRUCTION MEETING

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

21. PURCHASING ORDINANCE

The Purchasing Ordinance of the City of Saginaw, §14.30-14.45, applies to all contracts, sub-contractors, or purchase orders except where portions of the Ordinance may be preempted by law:

22. CONTRACT COMPLIANCE DOCUMENTATION

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

23. MICHIGAN’S ELLIOTT-LARSEN CIVIL RIGHTS ACT, PUBLIC ACT 453 of 1976, as amended

All contracts in which the City of Saginaw is a party shall contain a covenant by the Contractor and any subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by law. Breach of this covenant may be regarded as a material breach of the contract.

24. MICHIGAN’S PERSONS WITH DISABILITIES CIVIL RIGHTS ACT, PUBLIC ACT 220 of 1976, as amended

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

f

25. AMERICANS WITH DISABILITIES ACT (ADA) of 1990, as amended

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

26. CIVIL RIGHTS ACT OF 1964, as amended

All contractors and subcontractors shall be subject to and comply with all the provisions of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, religion, sex, and national origin. A violation of the act may be regarded as a material breach of the contract.

27. GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA), as amended

All contractors and subcontractors shall be subject to and comply with all of provisions of the Genetic Information Nondiscrimination Act of 2008 which prohibits the use of genetic information in making employment decisions. A violation of the act may be regarded as a material breach of the contract.

Table of Contents

Division 1 – General Conditions		Page
101.	Definitions	2
102.	Application of Conditions	2
103.	Subcontracts	3
104.	Assignment of Contract	3
105.	Responsibilities of Contractor	3
106.	City Engineer's Power	4
107.	Contracts for Other Work	4
108.	Progress	5
109.	Contractor's Employees	5
110.	Drawings	5
111.	Changes in the Work	6
112.	Right of City to Take Over Contract	7
113.	Extension of Time	8
114.	Liquidated Damages	9
115.	Disputes	9
116.	Service of Notice	10
117.	Qualifications of Contractor	10
118.	Indemnity	10
119.	Insurance	10
120.	Patents, Royalties, Trademarks, Etc.	10
121.	Performance Bonds and Payment Bond	10
122.	Facilities and Notices for Inspection	11
123.	Materials and Workmanship	12
124.	Samples, Certificates and Tests	12
125.	Permits and Codes	13
126.	Care of Work	14
127.	Review by the City of Saginaw	14
128.	Sanitary Facilities	15
129.	Water	15
130.	Stoppage of Work and Crossings	15
131.	Privileges of Contractors in the Street	15
132.	Excavations under Railroads	16
133.	Barricades and Traffic Controls	16
134.	Grade Stakes	17
135.	Street Monuments	17
136.	Sunday and Night Work	17
137.	Test Borings, Test Holes or Test Pits	17
138.	Cleaning Up	17
139.	Correcting Work	17
140.	Accident Prevention	18
141.	Request for Supplementary Information	18
142.	Warranty of Title	18

Division I
General Conditions

143.	Fair Employment Practices	19
144.	Acceptance	20
145.	Guarantee	20
146.	Michigan Sales & Use Tax	20
147.	Final Inspection	20

101. Definitions

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

a. The term "Contract" is defined as the Contract executed by the City of Saginaw and the Contractor, of which these General Conditions, Specifications and Divisions are incorporated into by reference.

b. The term "Contractor" is defined as the person(s), firm, partnership, company, sole proprietorship, or corporation entering into the Contract with the City of Saginaw to construct and install the improvements, or otherwise undertake the activities, embraced in this Contract.

c. The term "City Engineer" is defined as the City Engineer of the City of Saginaw acting personally or, in the absence of the City Engineer, through their designee.

d. The term "Engineer" is defined as the City engineer acting directly or indirectly through their authorized representatives acting within the limits of the respective authority delegated to them. Any determination, directions, or approval of such authorized representatives shall be subject to review by the City Engineer.

e. The term "Contract Documents" is defined as and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, Specifications, Divisions, Special Conditions, Technical Specifications and Drawings

f. The term "Technical Specifications" is defined as that part of the Contract Documents which describes, outlines, and stipulates the quality of the materials to be furnished; the quality of the workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

g. The term "Addendum" or "Addenda" is defined as any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City of Saginaw to prospective Bidders prior to the time of receiving Bids.

102. Application of Conditions

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

Division I
General Conditions

103. Subcontracts

The Contractor shall, as soon as practicable after signing the Contracts, but in any event prior to the performance of any work by any subcontractor, notify the City in writing of the names of subcontractors proposed for the work, designating the portions of work to be performed by each. The Contractor is as fully responsible to the City for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

104. Assignment of Contract

a. It is agreed that the Contractor shall not assign or transfer this Contract, or any part of the work embraced in it, except with the written consent of the City to do so.

b. It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all the provisions of this Agreement exactly as if performed by the Contractor and the Contractor's immediate employees. No subcontracting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen the obligations and liabilities of the Contractor under this Agreement.

c. It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to the Contractor under this Agreement, or the Contractor's claim thereto, except with the written consent of the City.

105. Responsibilities of Contractor

a. The Contractor shall be held to have examined the premises and line of work and shall take the whole responsibility of the work. Should any unforeseen difficulty or obstruction be encountered in the prosecution of the same, involving a greater expenditure of money than expected at the time of bidding, the Contractor shall proceed, nevertheless, with the work, and no allowance will be made therefore.

b. It shall not be incumbent upon the City to notify the Contractor when to begin, to cease or to resume work, nor in any way to manage the work so as to release the Contractor of responsibility, or of any consequence of neglect or carelessness by the Contractor or anu subordinates.

c. The Contractor shall devote time and management/superintendence to the fulfillment of this Contract and shall keep the same under the Contractor's control.

d. The Contractor shall assume and have sole charge and possession of all work included in this contract, until the termination thereof, unless otherwise specified in this contract, and shall be solely liable for all damages to persons or property occasioned in any way by the

Division I
General Conditions

Contractor's acts or omissions, or that of the Contractor's agents, employees, subcontractors, or any persons in and about the work embraced in this Contract.

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

106. City Engineer's Power

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

107. Contracts for Other Work

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

b. The City reserves the right to lay or relay, construct or repair any water mains, gas mains, sewers, conduits and all other pipes and any connections thereto, or to grant permits to those having franchise rights from the City to install or reinstall, construct or repair such water mains, gas mains, sewers or conduits and other pipes and connections thereto at any time, and to do such other underground work in the street or streets, easements or vacated Right of Way, along the line of work as shall be necessary, or grant permits for same, at any time prior to the completion of the foundation for the paving material within the limits of this improvement, and to that end shall have the right to suspend the work on the said improvement, or any part thereof, and the Contractor shall not interfere with

Division I
General Conditions

or place any obstruction in the way of any person or persons who may be engaged in doing any of the work herein specified, and shall not be entitled to damages because of such work or any delay caused thereby.

108. Progress

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

109. Contractor's Employees

a. The Contractor shall employ suitable superintendents and forepersons, who, in the absence of the Contractor, shall be present while any work is being done under this Contract, and who shall follow, without delay, all orders and instructions of the City Engineer. Any notice given to a superintendent or foreperson relative to deviation from any of the requirements of this Contract shall be equivalent to a notice to the Contractor.

b. The superintendents, forepersons, employees, mechanics, and others employed by the Contractor shall be skilled in the assignment of work given them to do. Any employee of the Contractor who uses profane or abusive language to the Engineer or any Inspector, or otherwise impedes or embarrasses him in the performance of his duties, or who obstructs the progress of the work shall upon the request of the City Engineer be immediately removed from the project/worksite and not again employed at same without the consent of the City Engineer.

c. In doing any work contemplated by this Contract, eight (8) hours shall constitute a legal day's work by any laborer or worker employed by the Contractor.

d. Residents of the City of Saginaw shall be employed upon the work of this Contract as far as possible to do so.

110. Drawings

a. These Specifications and accompanying Drawings are intended to be cooperative, and what is called for by either shall be as binding as if called for by both. Should it appear that the work hereby intended to be done, or any of the materials or matters relative thereto, are not sufficiently detailed or explained on said Drawings or in said Specifications, or should any error, discrepancy or inconsistency appear between any of the Drawings and Specifications, or between any of the several Drawings, or should any doubt or misunderstanding arise as to the meaning of said Drawings or Specifications, the City Engineer shall furnish such additional drawings, detail or explanation, and he shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Drawings and Specifications, or between several Drawings, and the decision of the City Engineer therein shall be final and conclusive.

Division I
General Conditions

Explanations received from officers and employees other than the City Engineer will be considered of no avail in a case of dispute.

b. Preference shall be given to the figured dimensions on the Drawings rather than to scale measurements. Figures, unless witnessed by lines and points, are approximate only, and shall not be taken to regulate the dimensions of the structure of improvement. The figures, when so witnessed, are intended to show the exact dimension for the construction of the structure or improvement, but the Contractor, without extra charge, shall make such slight alterations as may be necessary to make adaptable parts fit to fixed parts, leaving all complete and in proper shape when done. It shall be the duty of the Contractor to verify all dimensions given on the Drawings, and to report any error or inconsistency to the City Engineer before commencing work.

111. Changes in the Work

a. No deviation from the Drawings and Specifications shall be made in the execution of the work without the written order and approval of the City Engineer, nor shall any work in the nature of additional work, or any work not contemplated by the Specifications or Drawings, be performed, except on written order of the City Engineer, and if any extra work be proceeded with or executed by the Contractor without previous order given in writing under the hand of the City Engineer as herein provided, no compensation for the same will be allowed. Extra work shall be defined as work not contemplated in the Contract, not covered in the Drawings and Specifications, and for which no unit prices have been stipulated.

b. Should it be deemed expedient by the City Engineer, at any time previous to commencing work, or while the work is in progress, to increase or diminish the dimensions, quantities of material or work, or alter the situation or levels, or vary from the form or dimensions of any part of said work, or vary in any other way the work herein contracted for, the City Engineer shall have full power to do so and to order and direct any such increase, diminution, alteration, or extra work to be made or performed, and without in any way deviating or affecting this Contract; and the Contractor hereby waives any claim to right to damages that the Contractor may be entitled to by reason of such changes. The Contractor shall, in pursuance of such order and directions received in writing from the City Engineer, execute the work thereby ordered and directed, and the difference in expense occasioned by such increase, diminution or alteration, shall be added to or deducted from the amount payable under this Contract.

c. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein as defined in subparagraph a. of his section) when and as ordered in writing by the City Engineer, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the City Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the City Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the City Engineer.

Division I
General Conditions

The cost of extra work done under subparagraph b. of this section shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and forepersons, and the fair rental for all machinery and equipment used on the extra work for the period of such use.

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

The fair rental of all machinery and equipment shall be based upon the most recent edition of the Michigan Department of Transportation Equipment Rental Rates (Schedule C), or a similar publication approved by the City Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Job Site or Work Location shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

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

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

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

d. The City Engineer may order the Contractor to proceed with desired changes in work provided that the net value of all such changes does not increase or decrease the original total amount shown in the Contract by more than twenty percent (20%) unless mutually agreed upon in writing by the City Engineer and the Contractor and further, that "extra work" shall not increase the original Contract by more than twenty percent (20%) in accordance with the section entitled "Unit Price Bids" under "General Instructions to Bidders."

112. Right of City to Take Over Contract

If the work to be done under this Contract shall be abandoned, or if the Contractor shall become insolvent or shall assign this Contract or subcontract the work hereunder without the written consent of the City Engineer, or if at any time the City Engineer shall be convinced

that the work is unnecessarily or unreasonably delayed, or that the Contractor is not making such progress in the execution of the work as to indicate its completion within the required time, or that the conditions or agreements of the Contract are being willfully violated or executed carelessly or in bad faith, the City Engineer shall provide the Contractor with a 24-hour notice, in writing, and, after the delivery thereof to the Contractor, the City Engineer shall then have the power and right to place additional laborers and equipment on said work and supply additional material, if necessary, and do such work as deemed advisable for the completion of this Contract, and may use any materials or implements belonging to the Contractor, or the City Engineer shall have the power and right to notify the Contractor to discontinue all work, or any part thereof, under this Contract, and upon such notifications, the Contractor shall discontinue said work, or such parts thereof, as the City Engineer may designate, and the City shall thereupon have the right and power to re-let this Contract, or any part thereof, or to employ, by contract or otherwise, and in such manner and at such prices as it may determine, any person or persons, and obtain any vehicles, applications, machinery, tools, another means of construction, and to procure all proper materials which it may deem necessary to work at and to be used to complete the work herein described; also the power to use such appliances, tools, and materials and means of construction of every description as may be found upon the line of work, both such as entered into the completed work and such as are necessarily used in and about the same in the course of construction, and to procure other proper materials for the completion of the same; and it shall charge the expense of all such labor, materials, vehicles, appliances, machinery, tools and other means of construction, and all expense of inspection and engineering and all other expenses, to said Contractor, and the Contractor shall be liable to the City for the amount of the whole cost of accomplishing the object contemplated by this Contract in excess, if any, of the amount herein agreed upon, together with such other elements of damage as may have been sustained by the City by reason of said Contractor's failure to complete and perform this Contract. In determining the liability of the Contractor hereunder, the City shall not be required to obtain the lowest figures for the work of completing the contract, but all sums actually paid for such completion shall be credited to the City, together with other elements of damage above mentioned, and the certificate of the City Engineer as to the amount of such liability shall be final and conclusive.

113. Extension of Time

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

   I. Any act or omission of the City, its officer or employees;

   II. Any act of other public authorities;

Division I
General Conditions

III. Causes not reasonably foreseeable by the parties at the time of the execution of this Contract and which are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, act of God, or the public enemy, war or other national emergency making performance temporarily impossible or illegal, acts or omissions of other contractors (but not the Contractors subcontractors), strikes and labor disputes not brought on by any act or omission of the Contractor, fires, floods, epidemics, quarantine restrictions, freight embargoes, weather of unusual severity such as cyclones or tornadoes, or excessively abnormal weather such as would interfere with the work.

b. The City Engineer will make a determination, based on the ascertained facts and the terms of this Contract, if an extension of time is justified, and, if so, will extend the time for completing the work for a period commensurate with the period of excusable delay. The determination made by the City Engineer shall be binding and conclusive on the Contractor.

114. Liquidated Damages

In the event of delay in the completion of the entire work beyond the period herein prescribed or beyond the period to which such time may be extended by the City, the City of Saginaw shall be paid the sum that is listed on the "Special Provision For Liquidated Damages." for each and every calendar day that the time consumed in said performance and completion extends beyond the final date herein specified, and this sum will be considered liquidated damages that the City will suffer by reason of said delay and default. As indicated in Article 6 of this Contract, this provision for liquidated damages applies separately to each proposal contained in the Contract.

115. Disputes

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the City Engineer for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this subparagraph all be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City Engineer of notice thereof.

b. The Contractor shall submit in detail the claim and the proof thereof. Each decision by the City Engineer will be in writing and will be mailed to the Contractor by both regular mail, email, and/or certified mail, return receipt requested.

c. If the Contractor does not agree with any decision of the City Engineer, the Contractor shall not allow the dispute to delay the work but shall notify the City Engineer promptly

Division I
General Conditions

that the Contractor is proceeding with the work under protest and may then accept the manner in question from final release.

116. Service of Notice

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

117. Qualifications of Contractor

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

118. Indemnity

The Contractor shall, at the Contractor's own expense, protect, defend, indemnify and hold harmless the City, and its officers, employees, agents, or representatives, from and against all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, resulting from the acts, omissions, or negligence of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or subcontractors, in any way connected or otherwise related to their performance or nonperformance of this Contract.

119. Insurance

During the life of the Contract, the Contractor shall obtain and maintain the required insurance and bonds as shown on the "Notice to Bidders: Consultants – Bonds – Insurance". The Contractor shall neither be awarded this contract nor commence work under this contract until he has obtained all required documents and evidence of such has been reviewed and approved by the City of Saginaw. The insurance and bond requirements set forth herein are mandatory and not subject to negotiation.

120. Patents, Royalties, Trademarks, Etc.

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

121. Performance Bonds and Payment Bonds

a. Prior to the award and within ten (10) days after the prescribed forms are presented for

signature, the successful bidder shall execute and deliver to the City of Saginaw an Agreement in the form included in the Contract Documents in such number of copies as the City of Saginaw may require.

b. Unless otherwise specified in the notice to bidders, the contractor shall furnish a performance and a payment bond. The bonds shall be required as provided by Act 213, Public Acts 1963, as amended. Performance bonds and payment bonds shall be in an amount not less than 100 percent (100%) of the total amount of the Contract, shall be executed by a corporate surety prior to award of Contract, and shall be subject to approval by the City Manager as to substance and by the City Attorney as to form. Irrespective of the provisions of Article 2 of this Contract, the Contractor shall not commence work hereunder until policies of the insurance required by Section 119 of General Conditions and the bonds required by this section shall have been furnished and approved by the City. Upon failure of the Contractor to furnish said insurance policies or bonds within ten (10) days prior to the award of the Contract by the Council, all of the Contractor's rights to the award of the Contract shall terminate unless the time for furnishing any of said instruments shall have been extended by the City Engineer; such extension shall be for good cause shown by the Contractor. Such termination shall not relieve the Contractor of his liability under his bid bond, and failure to provide the necessary surety bonds and insurance policies shall be treated as the failure of the Contractor to enter into the Contract pursuant to the Contractor's bid.

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

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

122. Facilities and Notices for Inspection

The City Engineer and duly authorized inspectors shall at all times have the right to enter the premises upon which said work is being done, or upon which material is manufactured, prepared or stored, for work under this Contract, and to inspect said work and materials, and to ascertain whether or not the construction is carried out in accordance with this Contract; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection. When any work or material is being executed or prepared away from the line of work, the City Engineer shall be notified in reasonable time

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

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

123. Materials and Workmanship

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as “equal to” any particular standard, the City Engineer shall decide the question of equality.

b. The Contractor shall furnish to the City Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment which the Contractor contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which the Contractor proposes to incorporate in the work (see paragraph 124: “Samples Certificates and Tests”, of Division 1, General Conditions).

c. Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall bear the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Notice Inviting Sealed Proposals, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

e. When any material has been furnished by the City, the Contractor, or the Contractor’s authorized agent, shall sign a receipt therefore, stating that the material has been received in good condition; and, after receiving such material, the Contractor shall be responsible for the material and shall protect it from the weather and from all other causes which might damage the same, in order to keep the material in as good condition as when it was received. All material broken, damaged or stolen when in the care of the Contractor shall be charged against the Contractor and the value thereof deducted from any monies that may become due the Contractor. All materials furnished by the City shall be loaded and hauled from locations as directed by the City Engineer or Employee.

124. Samples, Certificates and Tests

Division I
General Conditions

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

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

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

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

   I. The Contractor shall furnish, without extra cost, all samples required for testing purposes; furnishing shall include packing and delivery charges, except for those samples taken on the project by the Engineer;

   II. The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements;

   III. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

   IV. The City of Saginaw will pay all other expenses.

125. Permits and Codes

The Contractor shall keep fully informed of and shall at all times observe and comply with all existing or future Federal, State, or local laws or regulations, all requirements and provisions of the Charter of the City of Saginaw, and all municipal ordinances, prohibitions, rules, and regulations in any manner affecting the conduct of the work, and shall protect and indemnify

the City against any and all claims arising from or based on any violations of such laws, Charter, ordinances, prohibitions, rules, regulations, orders, or decrees and against all violations of same by the Contractor or the Contractor's officers, employees, agents, representatives, or subcontractors.

126. Care of Work

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, or the fault or negligence of the Contractor's officers, employees, agents, representatives or subcontractors, in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Saginaw.

b. In an emergency affecting the safety of life or property on or adjoining the site, the Contractor shall act, either at the Contractor's own discretion or as instructed by the City of Saginaw, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Saginaw as provided in the section entitled "Changes in the Work", in Section 111, Division I, General Conditions. In no instance shall the Contractor be paid for such emergency work where the emergency work was necessitated by the acts or omissions of the Contractor, or its officers, employees, agents, representatives, or subcontractors.

c. The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures, or any other property (except that which is to be replaced or removed) either on or adjacent to the site. The Contractor shall repair at the Contractor's own expense and in manner satisfactory to the City of Saginaw, any damage thereto caused by the Contractor's operations, or the operations of the Contractor's officers, employees, agents, representatives, or subcontractors.

d. All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc. shall be sufficiently and adequately shored and supported by timber and planking, as required per contract specifications, and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at the Contractor's own expense to the satisfaction of the City Engineer.

e. The Contractor shall at all times keep excavated areas, trenches, and holes free of water during the progress of the work. All costs for the installation and operating of pumps and other necessary equipment to keep excavated areas, trenches, and holes free of water shall be borne by the Contractor.

127. Review by the City of Saginaw

The City of Saginaw, its authorized representatives and agents, shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this

contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the City of Saginaw through its authorized representatives or agents.

128. Sanitary Facilities

The Contractor shall furnish, install, and maintain ample sanitary facilities for employees and sub-contractors. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by federal, state or local law or regulation.

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

129. Water

Water for use on improvements may be procured from the nearest hydrant. Permission to open and use hydrants and water shall, however, first be obtained from the City of Saginaw or other proper jurisdiction, subject to rules and regulations of said jurisdiction; the Contractor shall furnish all necessary piping, hose and accessories and pay all water taxes, fees, and charges incidental to the opening and closing of hydrants and the use of water. Before the allowance of the final estimates, the Contractor shall present to the City Engineer a receipt from the authorizing jurisdiction's treasurer, showing that all water taxes and charges for the use of water under this Contract have been paid.

130. Stoppage of Work and Crossings

Upon any stoppage of work, all materials are to be piled up neatly so as not to impede travel upon the sidewalks or roadway, or the use of fire hydrants, and all rubbish and surplus material shall be removed immediately thereafter from the street or avenue by the Contractor. During rainy weather, the Contractor shall lay a temporary plank crosswalk across the street from sidewalk to sidewalk, such as will provide safe and dry footing for pedestrians. When so ordered by the City Engineer, the Contractor shall lay a temporary roadway or bridge sixteen (16) feet in width across the entire intersection or excavation or trench such as will provide a safe and satisfactory roadway for vehicular travel. All the aforesaid work shall be done without cost to the City other than the price paid for excavation.

131. Privileges of Contractor in the Street

a. The Contractor may occupy the whole width of the roadway between the sidewalks or the street lines. The Contractor shall not close more than three (3) blocks at one time without permission from the City Engineer. Each block of pavement or improvement shall be finished and opened to public travel as soon as practicable after the commencement of work thereon, but the use of any portion of the pavement or improvement by the public shall not be construed as an acceptance of the work, nor shall the Contractor be entitled to any damages thereby. No more than two consecutive street intersections shall be closed to public traffic at the same time, and each alternate intersection shall be opened for traffic,

unless otherwise ordered by the City Engineer.

b. All sidewalk approaches and the crossings at street intersections shall be kept open and always made safe and passable at all times by the Contractor for both pedestrian and vehicular travel, except at such times as the Engineer may direct otherwise.

c. The Contractor shall provide and maintain a safe and satisfactory roadway across all railway tracks at such places as required. Unless authority is otherwise given, the Contractor shall complete one side of the street before closing the other side, keeping the street open for travel and the fire department as much as possible.

132. Excavations Under Railroads

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

133. Barricades and Traffic Controls

All barricades and traffic controls for the work shall be in conformance with the 2011 Michigan Manual of Uniform Traffic Control Devices (hereafter referred to as the Manual). The Contractor shall barricade or fence the work as outlined in the Manual or as directed by the Engineer.

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

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

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

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

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

Division I
General Conditions

owing from the final payment.

134. Grade Stakes

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

135. Street Monuments

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

136. Sunday and Night Work

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

137. Test Borings, Test Holes, or Test Pits

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

138. Cleaning Up

Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises, which the Contractor has occupied during the construction period. Before the time for the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, rubbish, and all unused materials, together with all tools and equipment. Should the Contractor fail to properly clean the premises within fourteen (14) days of completion of the work, the City of Saginaw, in its sole discretion, may exercise the right to clean same, and shall charge the costs of any such clean up against the final payment to the Contractor.

139. Correcting Work

Any unfaithful work or imperfect work or material that may be discovered before the final acceptance of the work shall be corrected and replaced immediately on the order of the City Engineer. In case any material is rejected, it shall be immediately removed from the line of work and not again brought thereon. In case the order for removal and replacing as specified above is not promptly complied with after written notice, the City Engineer shall be at liberty to remove and replace the same with proper materials, at the expense of the Contractor, and

Division I
General Conditions

the cost thereof shall be deducted from the amount due the Contractor. Any failure of the City to disapprove the work or material at the time of the inspection, or at the time of any semi-monthly or other estimate, shall not relieve the Contractor of any obligations. All work or material of whatever kind, which, during the progress of construction and before its final acceptance, may become damaged from any cause and shall be removed and replaced by the Contractor with good and satisfactory work or material; the Contractor shall bear the cost of such replacement where the replacement was necessitated by the act or omission of the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors. Should it become necessary to retain any faulty or imperfect work or material which, if corrected or replaced would cause undue risk, injury or delay, a sum to be adjusted by the City Engineer, not exceeding the whole value of such work or material if the same were correct, shall be deducted from the Contract price.

140. Accident Prevention

a. The Contractor shall always exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons and property, either on or off the site, which occur as a result of the Contractor's fault or negligence, or the fault or negligence of the Contractor's officers, employees, agents, representatives or subcontractors, in connection with the execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Saginaw may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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

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

141. Requests for Supplementary Information

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

Division I
General Conditions

142. Warranty of Title

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

143. Fair Employment Practices

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by federal, state, or local law. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, marital status, or membership in another class of persons protected by federal, state, or local law. Such action shall include but not be limited to the following: employment, upgrading, demotion, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices describing the federal, state, or local law prohibiting job discrimination.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or inclusion in other class of persons protected by federal, state, or local law.

c. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under this section.

d. The Contractor will furnish all information and reports required by the City of Saginaw, and will permit the City access to any books, records, and accounts for purposes of investigation to ascertain compliance with this section.

Division I
General Conditions

e. The Contractor shall comply with the provisions of the federal Civil Rights Act of 1964, as amended, Michigan's Elliott-Larsen Civil Rights Act, P.A. 453 of 1976, as amended, and any such other nondiscrimination law as may apply to Contractor and its activities hereunder.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be immediately cancelled, terminated, or suspended by the City, in whole or in part, and the Contractor may be declared ineligible for further contracts.

g. The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract, so that such provisions will be binding upon each such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City of Saginaw may direct as a means of enforcing such provisions, including sanctions for noncompliance.

144. Acceptance

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

145. Guarantee

The Contractor shall be responsible for and must make good any defects arising or discovered in the work or material required hereunder within one (1) year from the completion and final acceptance of such work and material, except for concrete sidewalks, new or repaired, and paving between the curb and sidewalk (driveway approaches), which shall be guaranteed for a period of five (5) years from the completion and final acceptance of such work and material. No payment, final or otherwise, shall be construed to relieve the Contractor from the obligation to make good any defect arising or discovered within such period, nor as a waiver of any specific obligation which the Contractor may assume as to the durability of the work. Nothing in this section, or elsewhere in this Contract, shall be construed as a waiver or diminishment of any statute of limitations or other time period in which the City is allowed to raise a claim against the Contractor relating to the work to be performed herein.

146. Michigan Sales & Use Tax

The Contractor shall include and be deemed to have included in the 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 obtain a refund or drawback, in whole or in part, of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof, and the amount of such reduction whether as a refund or otherwise shall ensure solely to the benefit of the City of Saginaw.

147. Final Inspection

Division I
General Conditions

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

NOTICE TO BIDDERS

Consultants - Insurance - Bonds

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

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

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

REQUIRED/APPLICABLE INSURANCE – NO EXCEPTIONS

COMMERCIAL GENERAL LIABILITY (C.G.L.)

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY (O.C.P.)

UMBRELLA LIABILITY

AUTOMOBILE - WORKMAN'S COMPENSATION

REQUIRED BONDS – Over $50,000 - NO EXCEPTIONS

PAYMENT BOND – S-215-AIA-A312 (11/10), S-215-AIA-A312 (11/10) or current version is required, no substitutions allowed.

PERFORMANCE BOND - A-2100-AIA-A312 (11/10) or current version is required, no substitutions allowed.

MAINTENANCE BOND – IF REQUIRED (See Individual contract)

The City of Saginaw does not provide the required bond forms.

Additional information:

Upon failure of the Contractor to furnish said insurance policies or bonds within ten (10) days prior to the award of the Contract by the Council, all the Contractor's rights to the award of the Contract shall terminate unless the time for furnishing any of said instruments shall have been extended by the City Engineer; such extension shall only be for good cause shown by Contractor.

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

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

INSURANCES REQUIRED

INDEMNITY

The Contractor shall, at the Contractor's own expense, protect, defend, indemnify and hold harmless the City, and its officers, employees, agents, or representatives, from and against all claims, damages, liabilities, losses and expenses, including reasonable attorney's fees, resulting from the acts, omissions, or negligence of the Contractor, or any of the Contractor's officers, employees, agents, representatives, or subcontractors, in any way connected or otherwise related to their performance or nonperformance of this Contract.

INSURANCE

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

Commercial General Liability (cgl)
Automobile
Workman's Compensation
Umbrella Liability
Owner's and Contractor's Protective Liability (ocp)
*Builder's Risk (when applicable)
*Pollution Coverage (when applicable)
*The City will specify when such coverage is applicable.

All insurers shall have at least an A- (excellent) rating by A.M. Best or acceptable to the City and be written on an occurrence basis.

Contractor agrees to name and require its subcontractors to name the City of Saginaw, its officers, employees, agents, or representatives, as additional insureds on Contractor's and its subcontractors' general liability and umbrella/excess insurance policies, with primary, non-contributory coverages, and including coverage for products-completed operations hazards and for ongoing work. The policy shall include a per project aggregate. The Additional Insured endorsement shall be as broad as ISO's (CG 20 10 11/85) or a combination of ISO's Scheduled Ongoing Operations (CG 20 10 10/01) and Scheduled Completed Operations (CG 20 37 10/01). All of Contractor's insurance policies shall contain terms waiving subrogation rights against the City of Saginaw its officers and employees. Proof of the waiver of subrogation for each insurance policy shall be by endorsement. The Contractor shall include this waiver of subrogation in contracts with its Subordinate Parties.

For General Liability and Umbrella Coverage
Contractor shall maintain, for a period of six years after completion of all Work on the project General Liability and Umbrella coverage.

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

b. All certificates of insurance issued for this contract shall contain the following information in addition to stating the type of insurance and the amount of coverage.

I. The Contract number and description of work covered by the insurance.

II. The insurance must be in a form acceptable to the City and the deductible shall not exceed $5,000.00, unless otherwise approved by the City.

III. Thirty (30) days' notice in writing of any cancellation, termination or change of condition of the policy.

c. Certificates of Insurance must be presented prior to commencing any work under this contract, as well as upon request by the City during or after the Project; however, Contractor's failure to submit the required Certificate of Insurance, or failure to have the Certificates of Insurance identify the required coverage, does not excuse Contractor from procuring the required insurance. The Contractor shall be responsible for and pay any deductibles or self-insured retention amounts. The Contractor's insurance policies shall provide for 30 days written notice to the City for cancelation or any change in coverage. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, Contractor shall supply the City with new and replacement certificate(s) of insurance as proof of renewal of said original policy showing compliance with minimum insurance requirements below.

d. Commercial General Liability and Owner's and Contractor's Protective Liability. The Contractor shall procure and shall maintain during the life of this contract Commercial General Liability, and Owner's and Contractor's Protective Liability insurance with limits of liability not less than the amounts listed on the following page.

e. Automobile Insurance: The Contractor shall procure and maintain during the life of this contract Automobile Insurance with limits of liability not less than the amounts listed on the following page.

f. Workman's Compensation: The Contractor shall procure and maintain during the life of this contract Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

g. Umbrella and/or Excess Liability: The Contractor shall procure and maintain during the life of this contract Umbrella and/or Excess Liability with limits of liability not less than the amounts listed on the following page.

h. Builder's Risk: (when applicable). The Contractor shall procure and maintain during the life of this contract Builder's Risk Insurance equal to one hundred percent of the completed value of the structures.

i. Pollution Coverage: The Contractor or the Subcontractor who actually performs the work shall carry pollution insurance in the amount of $1,000,000.00 (or such other limit as may be determined in the sole discretion of the City Engineer) where the project involves Asbestos, Environmental or Lead abatement or such other work where the City specifies that pollution insurance is necessary.

INSURANCE LIMITS

General Liability Limits	
$1,000,000	Each Occurrence
$1,000,000	Personal and Advertising Injury
$2,000,000	General Aggregate
$2,000,000	Products and Completed Operations Aggregate
Automobile	
$1,000,000	Each Accident
Umbrella and/or Excess Liability	
$5,000,000	Occurrence/Aggregate
Owner's and Contractor's Protective Liability	
$1,000,000	Occurrence
$2,000,000	Aggregate

The following language applies as it pertains to limits:

Should the Contractor have an insurance policy with limits of liability or coverage greater than or in addition to those required by the contract, then those higher limits of liability and coverage in the Contractor's policy shall apply.

The Contractor is responsible for USHL coverage for workers compensation if required by law.

The umbrella/excess policy can be used to meet underlying requirements and must follow form.

NOTICE TO BIDDERS

IRAN ECONOMIC SANCTIONS ACT:

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

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

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

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

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

NOTICE TO BIDDERS

§ 14.36 PREFERENCE FOR LOCAL BIDDERS.

(A) (1) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all terms of their original bid.

(2) A lowered bid by a Saginaw-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered.

(B) If such a Saginaw-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Saginaw-based business with a bid within 5% of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all other terms of their original bid.

(C) If no responsive and responsible Saginaw-based businesses within 5% of the lowest bid agree to reduce their bids, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

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

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

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

(G) Local preferences shall not be applied in cases of procurements funded, even in part, with federal dollars, unless such procurement is for architectural and engineering services. When contracting for architectural and engineering services, local preference may be a selection criterion provided its application leaves an appropriate number of qualified vendors, given the nature and size of the project, to complete the contract.

See Title 1: Administrative Code - Chapter 14: Finance and Purchasing

TABLE OF CONTENTS
CDBG
Community Development Block Grant

FEDERAL LABOR STANDARDS ..... 5 PAGES

TITLE 24 – PART 135 – SUBTITLE B .....SEE WEBSITE BELOW

https://www.govinfo.gov/content/pkg/CFR-2019-title24-vol1/xml/CFR-2019-title24-vol1-part135.xml

CENSUS – RACIAL POPULATIONS .....1 PAGE

DAVIS BACON FEDERAL WAGE DECISION HIGHWAY .....See MDOT toc.....40 PAGES

DAVIS BACON FEDERAL WAGE DECISION HEAVY.....See MDOT toc.....10 PAGES

PROJECT WAGE RATE SHEET .....1 PAGE

PAYROLL FORM WH347 – OPTIONAL FOR USE ..... 2 PAGES

This project is partially funded with City of Saginaw Community Development Block Grant Funds.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 1
Date: 2019-04-01
Original Date: 2019-04-01
Title: PART 135 - ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS
Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development. CHAPTER I - OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER B - EMPLOYMENT AND BUSINESS OPPORTUNITY.

Pt. 135

PART 135—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Subpart A—General Provisions

Sec.

135.1 Purpose.
135.2 Effective date of regulation.
135.3 Applicability.
135.5 Definitions.
135.7 Delegation of authority.
135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.
135.11 Other laws governing training, employment, and contracting.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

135.30 Numerical goals for meeting the greatest extent feasible requirement.
135.32 Responsibilities of the recipient.
135.34 Preference for section 3 residents in training and employment opportunities.
135.36 Preference for section 3 business concerns in contracting opportunities.
135.38 Section 3 clause.
135.40 Providing other economic opportunities.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

135.70 General.
135.72 Cooperation in achieving compliance.
135.74 Section 3 compliance review procedures.
135.76 Filing and processing complaints.

Subpart E—Reporting and Recordkeeping

135.90 Reporting.
135.92 Recordkeeping and access to records.

Appendix to Part 135

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).
Source: 59 FR 33880, June 30, 1994, unless otherwise noted.
Effective Date Note:
At 59 FR 33880, June 30, 1994, part 135 was revised effective Aug. 1, 1994, through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

2020 Census Data

Racial Population

Population counts were based on the percentage of total population as provided from the website as no numbers were provided
https://www.census.gov/quickfacts/fact/table/saginawcountymichigan,US/PST045221

Saginaw County

Race	Population	Percent
Total Reported	190,124	100.00%
White	145,065	76.30%
Black or African American	36,694	19.30%
American Indian and Alaska Native	1,141	0.60%
Asian	2,662	1.40%
Native Hawaiian and Other Pacific Islander	190	0.10%
Two or more races	4,563	2.40%
Hispanic or Latino	16,541	8.70%
White alone, not Hispanic or Latino	131,376	69.10%

City of Saginaw	Population	Percent
Total Reported	44,202	100.00%
White	20,554	46.50%
Black or African American	19,316	43.7%
American Indian and Alaska Native	2,210	5.0%
Asian	1,326	3.0%
Native Hawaiian and Other Pacific Islander	0	0.0%
Two or more races	2,785	6.3%
Hispanic or Latino	6,542	14.8%
White alone, not Hispanic or Latino	16,576	37.5%

"General Decision Number: MI20260001 01/09/2026

Superseded General Decision Number: MI20250001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026

* CARP0004-004 06/01/2025

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver)	$ 35.57	21.54

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* CARP0004-005 06/01/2025

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver)	$ 41.37	28.69

ELEC0017-005 06/01/2025

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver	$ 33.32	33%+7.40
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers	$ 49.26	33%+7.40
Journeyman Specialist	$ 56.65	33%+7.40
Operator A	$ 41.71	33%+7.40
Operator B	$ 38.98	33%+7.40

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.
Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.
Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

ENGI0324-003 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1	$ 55.42	28.25
GROUP 2	$ 56.42	28.25
GROUP 3	$ 53.92	28.25
GROUP 4	$ 54.92	28.25
GROUP 5	$ 52.42	28.25
GROUP 6	$ 53.42	28.25
GROUP 7	$ 52.15	28.25
GROUP 8	$ 53.15	28.25
GROUP 9	$ 51.70	28.25
GROUP 10	$ 52.70	28.25

GROUP 11	$ 50.97	28.25
GROUP 12	$ 51.97	28.25
GROUP 13	$ 50.61	28.25
GROUP 14	$ 51.61	28.25
GROUP 15	$ 49.97	28.25
GROUP 16	$ 46.77	28.25
GROUP 17	$ 32.29	15.40
GROUP 18	$ 35.78	28.25

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

ENGI0324-004 06/01/2025

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE, KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1	$ 55.02	28.25
GROUP 2	$ 52.15	28.25
GROUP 3	$ 50.61	28.25

GROUP 4.....$ 46.77 28.25
GROUP 5.....$ 32.29 15.40
GROUP 6.....$ 35.78 28.25
AREA 2
GROUP 1.....$ 55.02 28.25
GROUP 2.....$ 52.15 28.25
GROUP 3.....$ 50.61 28.25
GROUP 4.....$ 46.77 28.25
GROUP 5.....$ 32.29 15.40
GROUP 6.....$ 35.78 28.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: $1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: $3.00 additional to the group 1 rate.
PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6"" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

ENGI0324-005 09/01/2025

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25
GROUP 5	$ 30.35	12.10
AREA 2:		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25
GROUP 5	$ 30.35	12.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well

drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller);Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

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* ENGI0324-006 06/01/2025

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1	$ 46.21	25.25
GROUP 2	$ 45.06	25.25
GROUP 3	$ 38.33	25.25
GROUP 4	$ 37.77	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Paver Operator (5 bags or more); Slip Form Paver; Asphalt Paver (self propelled); Shovel (Excavator) installing utilities over 20 feet in depth.

Group 2: Asphalt plant operator; crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel (Excavator) operator; Locomotive operator; Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt planner (self- propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over

12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over; Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete); tractor operator (farm type with attachment); Wagon Drill operator; Boom or winch hoist truck operator.

GROUP 3: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Greese Truck; Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm); End Loader operator (1 yard Capacity and over); Side boom tractor (type D or equivalent or larger; Endloader operator *under 1 yard capacity; Trencher (service).

GROUP 4: Boiler fire tender; Concrete Breaker; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Roller operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump;Skid steer.

ENGI0324-007 05/01/2025

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift	$ 43.30	25.00
Crane operator, main boom & jib 120' or longer	$ 49.77	25.00
Crane operator, main boom & jib 140' or longer	$ 50.07	24.60
Crane operator, main boom & jib 220' or longer	$ 50.66	25.00
Mechanic with truck and tools	$ 48.90	25.00
Oiler and fireman	$ 41.76	25.00
Regular operator	$ 47.12	25.00

ENGI0324-008 10/01/2023

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1	$ 37.37	15.44
GROUP 2	$ 35.33	15.44

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

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ENGI0325-012 05/01/2025

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1	$ 39.78	25.25
GROUP 2	$ 36.05	25.25

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service). Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2024

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector	$ 23.70	6.95
IRONWORKER		
General contracts $10,000,000 or greater	$ 39.91	32.32
General contracts less than $10,000,000	$ 39.91	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2025

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX, EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:	$ 28.80	27.43
Bay, Genesee, Lapeer,		

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     Livingston (east of
     Burkhardt Road), Macomb,
     Midland, Oakland, Saginaw,
     St. Clair, The University
     of Michigan, Washtenaw
     (east of U.S. 23) & Wayne...$ 30.02            28.13
IRONWORKER
     Ornamental and Structural...$ 36.55            35.93
     Reinforcing.................$ 36.55            32.87
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 IRON0055-005 07/01/2022

LENAWEE AND MONROE COUNTIES:

                                  Rates          Fringes

IRONWORKER
     Pre-engineered metal
     buildings...................$ 23.59            19.35
     All other work..............$ 33.00            27.20
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 IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

                                  Rates          Fringes

IRONWORKER (Including
pre-engineered metal building
erector)........................$ 31.75            22.84
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 LABO0005-006 10/01/2022

                                  Rates          Fringes

Laborers - hazardous waste
abatement: (ALCONA, ALPENA,
ANTRIM, BENZIE, CHARLEVOIX,
CHEBOYGAN, CRAWFORD, EMMET,
GRAND TRAVERSE, IOSCO,
KALKASKA, LEELANAU,
MISSAUKEE, MONTMORENCY,
OSCODA, OTSEGO, PRESQUE ISLE
AND WEXFORD COUNTIES - Zone
10)
     Levels A, B or C............$ 17.45            12.75
      class b....................$ 18.64            12.90
     Work performed in
     conjunction with site
     preparation not requiring
     the use of personal
     protective equipment;
     Also, Level D..............$ 16.45            12.75
      class a....................$ 17.64            12.90
  Zone 10
Laborers - hazardous waste
abatement: (ALGER, BARAGA,
CHIPPEWA, DELTA, DICKINSON,
GOGEBIC, HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE,
ONTONAGON AND SCHOOLCRAFT
COUNTIES - Zone 11)
     Levels A, B or C............$ 25.18            12.90
     Work performed in
     conjunction with site
     preparation not requiring
     the use of personal
     protective equipment;
     Also, Level D..............$ 22.58            12.90
Laborers - hazardous waste
abatement: (ALLEGAN, BARRY,
BERRIEN, BRANCH, CALHOUN,
CASS, IONIA COUNTY (except
the city of Portland);
KALAMAZOO, KENT, LAKE,
MANISTEE, MASON, MECOSTA,
MONTCALM, MUSKEGON, NEWAYGO,
OCEANA, OSCEOLA, OTTAWA, ST.
JOSEPH AND VAN BUREN COUNTIES
- Zone 9)
     Levels A, B or C............$ 21.88            13.26
     Work performed in
     conjunction with site
     preparation not requiring
     the use of personal
     protective equipment;
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Also, Level D.....$	20.80	12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)		
Levels A, B or C.....$	23.74	12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	20.80	12.90
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)		
Levels A, B or C.....$	26.33	12.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	24.64	12.90
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)		
Levels A, B or C.....$	24.20	13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	23.20	13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES - Zone 4)		
Levels A, B or C.....$	27.13	14.95
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	24.17	12.90
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)		
Levels A, B or C.....$	29.93	14.20
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1)		
Levels A, B or C.....$	29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4)		
Levels A, B or C.....$	31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		
Also, Level D.....$	31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by		

Oak Grove Road on the West
and M-59 on the South - Zone
2)
     Level A, B, C.....$ 29.93 16.90
     Work performed in
     conjunction with site
     preparation not requiring
     the use of personal
     protective equipment;
     Also, Level D.....$ 28.93 16.90
Laborers - hazardous waste
abatement: (SANILAC AND ST.
CLAIR COUNTIES - Zone 5)
     Levels A, B or C.....$ 26.21 16.62
     Work performed in
     conjunction with site
     preparation not requiring
     the use of personal
     protective equipment;
     Also, Level D.....$ 24.75 16.35

LABO0259-001 09/01/2025

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1	$ 30.13	22.75
GROUP 2	$ 32.13	22.75
GROUP 3	$ 28.13	22.75
GROUP 4	$ 23.97	16.93
GROUP 5	$ 24.22	16.93
GROUP 6	$ 24.55	16.93
GROUP 7	$ 17.83	16.93
AREA 2		
GROUP 1	$ 32.13	17.95
GROUP 2	$ 34.40	17.95
GROUP 3	$ 28.00	17.45
GROUP 4	$ 29.57	16.93
GROUP 5	$ 25.76	16.93
GROUP 6	$ 26.07	16.93
GROUP 7	$ 25.57	16.93

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0334-001 09/01/2025

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1	$ 29.98	22.75
GROUP 2	$ 31.98	22.75
GROUP 3	$ 28.14	22.75
GROUP 4	$ 23.71	16.72
GROUP 5	$ 24.17	16.72
GROUP 6	$ 22.00	16.72
GROUP 7	$ 17.84	16.72
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1	$ 32.10	17.45
GROUP 2	$ 34.10	17.45
GROUP 3	$ 30.10	17.45
GROUP 4	$ 25.10	16.72
GROUP 5	$ 25.25	16.72
GROUP 6	$ 22.55	16.72
GROUP 7	$ 22.11	16.72
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1	$ 30.29	17.45
GROUP 2	$ 32.29	17.45
GROUP 3	$ 28.29	17.45
GROUP 4	$ 23.30	16.72
GROUP 5	$ 23.44	16.72
GROUP 6	$ 20.74	16.72
GROUP 7	$ 22.23	16.72
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE,LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES:		
GROUP 1	$ 28.72	18.45
GROUP 2	$ 30.72	18.45
GROUP 3	$ 26.72	18.45
GROUP 4	$ 22.33	16.72
GROUP 5	$ 22.45	16.72
GROUP 6	$ 19.67	16.72

GROUP 7.....$ 22.30 16.72

ZONE 5 - ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

GROUP 1.....$ 29.98 22.75
GROUP 2.....$ 30.09 19.45
GROUP 3.....$ 26.09 19.45
GROUP 4.....$ 22.56 16.72
GROUP 5.....$ 22.64 16.72
GROUP 6.....$ 19.99 16.72
GROUP 7.....$ 22.45 16.72

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0465-001 06/01/2025

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA

AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1	$ 35.51	14.45
GROUP 2	$ 31.96	14.45
GROUP 3	$ 35.82	14.45
GROUP 4	$ 35.90	14.45
GROUP 5	$ 36.11	14.45
GROUP 6	$ 36.41	14.45
LABORER (AREA 2)		
GROUP 1	$ 33.37	14.45
GROUP 2	$ 30.03	14.45
GROUP 3	$ 33.81	14.45
GROUP 4	$ 34.16	14.45
GROUP 5	$ 34.03	14.45
GROUP 6	$ 34.37	14.45
LABORER (AREA 3)		
GROUP 1	$ 32.62	14.45
GROUP 2	$ 33.83	14.45
GROUP 3	$ 33.12	14.45
GROUP 4	$ 33.56	14.45
GROUP 5	$ 33.18	14.45
GROUP 6	$ 33.61	14.45
LABORER (AREA 4)		
GROUP 1	$ 33.52	13.45
GROUP 2	$ 33.73	13.45
GROUP 3	$ 34.02	13.45
GROUP 4	$ 34.46	13.45
GROUP 5	$ 34.08	13.45
GROUP 6	$ 34.51	13.45

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing,(other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

LABO1076-005 04/01/2025

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1	$ 28.41	13.45
Zone 2	$ 24.55	13.45
Zone 3	$ 23.55	13.45
Zone 4	$ 22.92	13.45
Zone 5	$ 22.95	13.45

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: $.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne
Zone 2 - Monroe and Washtenaw
Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair
Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft
Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER	$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, $0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, $0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, $0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, $0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, $0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, $0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, $0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, $1.25 per hour additional.

PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller	$ 23.74	13.35
Spray, Sandblast, Sign Painting	$ 24.94	13.35

PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER	$ 25.49	13.74

PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	$ 25.49	13.74

PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER	$ 25.49	13.74

FOOTNOTES: Lead abatement work: $1.00 per hour additional.

PAIN1011-003 06/02/2022

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER	$ 24.66	14.99

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: $.65 per hour additional. 80 ft. and over: $1.30 per hour additional.

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER	$ 23.79	12.02

FOOTNOTES: Lead abatement work: $1.00 per hour additional. Work with any hazardous material: $1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: $1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain

chair, window jacks and all work performed over a falling height of 40 ft.: $1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): $1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: $1.00 per hour additional, paid from the ground up.

PAIN1803-003 06/01/2025

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants	$ 29.23	19.11
All other work, including maintenance of industrial plant	$ 29.35	19.05

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: $1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: $1.25 per hour additional.

PLAS0514-001 06/01/2023

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	$ 33.00	18.51
ZONE 2	$ 31.50	18.51

PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.

CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline:		
Welding in conjunction with gas distribution pipeline work	$ 33.03	20.19
All other work:	$ 24.19	12.28

TEAM0007-004 06/01/2025

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.
CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW
AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys	$ 33.55	.75 + a+b
Trucks under 8 cu. yds	$ 33.40	.75 + a+b
Trucks, 8 cu. yds. and over	$ 33.40	.75 + a+b
AREA 2		
Euclids, double bottoms and lowboys	$ 33.65	.75 + a+b
Trucks under 8 cu. yds	$ 33.50	.75 + a+b
Trucks, 8 cu. yds. and over	$ 33.50	.75 + a+b

Footnote:
a. $470.70 per week
b. $68.70 daily

TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,
GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,
IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,
LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,
ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST.
CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,
WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		
GROUP 1	$ 21.78	11.83
GROUP 2	$ 25.27	11.8375
AREA 2		
GROUP 1	$ 22.03	11.83
GROUP 2	$ 25.02	11.8375

FOOTNOTE:

a. $132.70 per week, plus $17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1	$ 23.82	19.04
GROUP 2	$ 23.91	19.04
GROUP 3	$ 24.12	19.04
AREA 2		
GROUP 1	$ 24.12	19.04
GROUP 2	$ 24.26	19.04
GROUP 3	$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

SUMI2002-001 05/01/2002

	Rates	Fringes
FLAG PERSON	$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	$ 26.63	14.45
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)	$ 25.03	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES)		
Group 1	$ 35.51	14.45
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)		
Group 2	$ 31.96	14.45
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING		

GENESEE, MACOMB, MONROE,
OAKLAND, WASHTENAW AND WAYNE
COUNTIES)
     Group 1.....................$ 33.37   14.45

Pavement Marking Machine
(ZONE 2: STATEWIDE (EXCLUDING
GENESEE, MACOMB, MONROE,
OAKLAND, WASHTENAW AND WAYNE)
     Group 2.....................$ 30.03   14.45

WORK CLASSIFICATIONS:

  PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

  PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

  LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: MI20260071 01/02/2026

Superseded General Decision Number: MI20250071

State: Michigan

Construction Type: Heavy

County: Saginaw County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Modification Number	Publication Date
0	01/02/2026

CARP0706-009 06/01/2025

	Rates	Fringes
CARPENTER, Includes Form Work	$ 35.86	23.69

ELEC0557-002 06/01/2025

	Rates	Fringes
ELECTRICIAN	$ 40.00	29.95

ENGI0325-009 09/01/2025

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 45.98	25.25
GROUP 2	$ 41.25	25.25
GROUP 3	$ 40.52	25.25
GROUP 4	$ 39.95	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

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ENGI0326-011 06/01/2025

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1	$ 48.98	25.25
Group 2	$ 45.68	25.25
Group 3	$ 44.00	25.25
Group 4	$ 41.32	25.25
Group 5	$ 41.32	25.25
Group 6	$ 35.46	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: $1.50 per hour above the group 1 rate.
Crane operator with main boom and jib 400' or longer: $3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Boring Machine; Bulldozer; Crane; Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

IRON0025-006 06/01/2025

	Rates	Fringes
IRONWORKER		
Reinforcing	$ 36.55	33.37
Structural	$ 36.55	35.93

LABO0334-007 09/01/2022

SCOPE OF WORK:
OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General	$ 22.42	12.95
(2) Mason Tender-Cement/Concrete	$ 22.55	12.95
(4) Grade Checker	$ 22.73	12.55
(5) Pipelayer	$ 22.85	12.95
(7) Landscaper	$ 18.41	12.95

LABO0334-012 06/01/2025

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1	$ 29.93	9.10
GROUP 2	$ 27.71	9.10

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO1098-007 07/01/2025

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete; Pipelayer..	$ 27.68	13.45

PAIN1803-005 06/01/2014

	Rates	Fringes
PAINTER		
Brush & Roller.....	$ 22.58	12.80
Spray.....	$ 23.58	12.80

PLAS0016-030 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 25.47	12.38

PLUM0085-005 05/04/2020

	Rates	Fringes
PLUMBER.....	$ 38.25	21.07

TEAM0007-008 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	$ 33.30	.75 + a+b
Dump Truck, 8 cu. yds. and over.....	$ 33.40	.75 + a+b
Lowboy/Semi-Trailer Truck...	$ 33.55	.75 + a+b

FOOTNOTE:
a. $470.70 per week.
b. $68.70 daily.

SUMI2010-069 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road		

Truck.....$ 20.82 3.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		$
Bricklayers			$	GROUP #	BHR	TOTAL WAGE
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
Plumbers			$	GROUP #	BHR	TOTAL WAGE
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

NOTICE INVITING SEALED BIDS

Bid/Contract Number – C-1716

C-1716 S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St
FOR THE DEPARTMENT OF PUBLIC SERVICES, ENGINEERING DIVISION, CITY OF SAGINAW, MICHIGAN. Sealed bids will be received by the City of Saginaw Purchasing Office, 1315 S. Washington Avenue, Saginaw, Michigan 48601, **until 3:00 p.m., Tuesday, March 17, 2026**, and then publicly opened for the DEPARTMENT OF PUBLIC SERVICES, ENGINEERING DIVISION – C-1716 S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St

Davis-Bacon Prevailing Wages are required on this Project.

Resurfacing of S. Granger St – Gratiot Ave(M-46) to Mackinaw St, Lyon St – Granger St to Gratiot Ave(M-46) and ADA Ramp Replacements on S. Porter St Gratiot Ave(M-46) to Jackson St & Jackson St – S. Porter St to Gratiot Ave(M-46) with pavement removal, cold milling, earthwork, aggregate base, misc. curb and gutter, HMA paving, sidewalks, ADA sidewalk ramps and restoration. Furnish labor, tools, equipment, and materials as required to perform the work as specified in the contract documents.

Direct any questions to Travis Hare, City Engineer, via email at engineer@saginaw-mi.com, before 3:00p.m. on March 10, 2026.

To access downloadable contract documents, go to the City of Saginaw's website at https://www.saginaw-mi.com/Bids.aspx. There is **no charge** for these downloadable documents. For a hard copy of the contract documents, call the City Engineer's office at 989-759-1410. The office is in the lower level of the Public Works Service Center building, 1435 S. Washington Avenue, Saginaw, Michigan 48601. There is a **$125.00 non-refundable** charge for a hard copy of the contract book and drawings with an additional charge of **$25.00** to cover the mailing. Checks must be made payable to "Treasurer, City of Saginaw" and mailed to the City Engineer, 1315 South Washington Avenue, Saginaw, Michigan 48601.

All vendors are subject to the provisions of the City's Purchasing, Contracting, and Selling Procedure Ordinance, Title I, Chapter 14, §14.30-14.45, of the Saginaw Code of Ordinances. For disability accommodation, please call 989-759-1410.

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

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

Contract amounts totaling $100,000 or more will require a certified check, cashier's check, or surety company bid bond in an amount of five percent **(5%)** of the total bid to be submitted with the bid as security for the acceptance and execution of the contract.

The successful bidder on a contract of $50,000.00 or more will be required to furnish surety company bonds as follows:
First - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw to insure the construction and completion of the entire work according to the proposal and contract.
Second - A bond in the sum of one hundred percent (100%) of the contract price running to the City of Saginaw for the protection of the subcontractors and labor and material suppliers, according to the statute of the State of Michigan at that time in effect.

The City of Saginaw reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the Sealed Bid Instructions. Bidders are required by the City's Purchasing, Contracting, and Selling Procedure Ordinance to submit documentation concerning their current work force and past employment practices and to subscribe to a statement furnished by the City indicating compliance with the Ordinance.

Kim Jaime, Purchasing Officer

CITY OF SAGINAW, MICHIGAN
BID FORM

C-1716 S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St

To the City of Saginaw Date:_____

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

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

Prior to and contingent upon award of a contract of $50,000.00 or more, the undersigned further agrees to furnish a surety company performance bond in the sum of not less than 100 percent (100%) of the total amount of the contract company to secure the faithful performance of the Contract and, when required, a surety company labor and material bond in the sum of not less than 100 percent (100%) of the total amount of the Contract for the protection of subcontractors, labor and material suppliers, according to the laws of the State of Michigan at that time in effect. Said signed Contract, surety company bonds, and insurance shall be furnished within ten (10) days from date of notification by the Engineering Division of acceptance of the proposal submitted. The Contract cannot be fully awarded by City Council without the return of these executed documents.

In compliance with the requirements of said notice, this proposal is accompanied by an **original** bid bond, bank money order, certified check, or cashier's check in the sum of five percent (5%) of total bid to guarantee that a contract will be entered into if the above proposal is accepted, and the contract awarded to the undersigned.

52.222-21 Prohibition of Segregated Facilities.

As prescribed in 22.810(a)(1), insert the following clause:

Prohibition of *Segregated Facilities* (Apr 2015)

(a) *Definitions*. As used in this clause

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, *sexual orientation*, *gender identity*, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any *segregated facilities* at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where *segregated facilities* are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor *shall* include this clause in every subcontract and *purchase order* that is subject to the Equal Opportunity clause of this contract.

(End of clause)

Parent topic: 52.222 [Reserved]

	DESCRIPTION	APPX. QUANT.	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization Max ($00,000)	1	LSUM		
2	Curb and Gutter, Rem	1000	Ft		
3	Pavt, Rem	200	Syd		
4	Sidewalk, Rem	700	Syd		
5	Excavation, Earth	1000	Cyd		
6	Subgrade Undercutting, Type II	100	Cyd		
7	Sidewalk Grading, Modified	525	Syd		
8	Aggregate Base, 4 inch	300	Syd		
9	Dr Structure Cover, Adj, Case 1, Mod	30	Ea		
10	Dr Structure Cover, Type K	10	Ea		
11	Dr Structure, Adj, Add Depth	5	Ft		
12	_Combined Sewer Manhole Cover, Adj, Case 1	10	Ea		
13	Gas and Water Shutoff, Adj, Modified	5	Ea		
14	Cold Milling HMA Surface, 1.5"	500	Syd		
15	Hand Patching	50	Ton		
16	HMA, 13A	1000	Ton		
17	Curb and Gutter, Conc, Det F2	650	Ft		
18	Detectable Warning Surface	300	Ft		
19	Sidewalk, Conc, 4 inch	6000	Sft		
20	Sidewalk Ramp, Conc, 7 inch, Modified	3500	Sft		
21	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	50	Ea		
22	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	50	Ea		
23	Minor Traffic devices	1	LSUM		
24	Plastic Drum, Fluorescent, Furn	300	Ea		
25	Plastic Drum, Fluorescent, Oper	300	Ea		
26	Sign, Type B, Temp, Prismatic, Furn	450	Sft		
27	Sign, Type B, Temp, Prismatic, Oper	450	Sft		
28	Sign, Type B, Temp, Prismatic, Special, Furn	50	Sft		
29	Sign, Type B, Temp, Prismatic, Special, Oper	50	Sft		
30	Traffic Regulator Control	1	LSUM		
31	Turf Establishment, Performance	450	Syd		

TOTAL BID _____

Please check the MDOT Work Pre-Qualification Classification that your company holds. Your company and all sub-contractors must hold one of these classifications or your bid will be rejected, upon final review at the MDOT site.

B. CONCRETE PAVING _____

Ba. CONCRETE PAVEMENT PATCHING AND WIDENING _____

J. MISCELLANEOUS CONCRETE ITEMS _____

Cb. HOT MIX ASPHALT/BITUMINOUS PAVING _____

OTHER NOT LISTED _____

In accordance with the provisions of "Public Act 524 of 1980".

I do hereby designate _____ (name of representative) to submit a written request for progress payment during the duration of this contract.

The Contractor shall start work as specified in the Progress Clause, or as directed by the City Engineer. In no case, shall any work commence prior to receipt of formal Notice to Proceed from the City.

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

_____ Individual

_____ Partnership

_____ Corporation

Incorporated under the laws of the State of _____

_____ Limited Liability Company

Formed under the laws of the State of _____

The undersigned does hereby agree to honor this bid until September 11, 2026.

Michigan's Iran Economic Sanctions Act:
The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified on page #39 of this document. Further information on this Act can be viewed at (http://www.state.gov/j/ct/list/c14151.htm and https://www.legislature.mi.gov/(S(qnwpjcm0uyo1f2fhz0w1mlyq))/mileg.aspx?page=GetObject&objectname=mcl-Act-517-of-2012)

_____
(Signature)

_____
(Printed name)

_____
(Title)

This sheet must be included, or the bid will be disqualified.

By submitting a response to this request for proposal, the Contractor agrees to the terms and conditions set forth herein. Any changes made to such terms and conditions by Contractor in its response may result, at the City's sole discretion, in the Contractor's disqualification.

The successful Contractor will conform to all Contract specifications and requirements which are attached and incorporated as part of this bid. The City reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the sealed bid instructions. Additionally, (if applicable) we reserve the right to add or delete any items(s) and/or service from this bid to the best benefit of The City of Saginaw.

By signature, the Contractor acknowledges that the signer below has complete authority to execute the bid on behalf of the Contractor and that the bid is genuine and not collusive in any manner; and that no other bidders were improperly induced to refrain from bidding or induced to submit a sham bid; and that the Contractor agrees to have withheld from any payment due them, any amounts owed for taxes or other charges due the City of Saginaw; and that successful bidders are subject to mandatory City of Saginaw income tax withholdings.

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

Check List

Iran Sanctions sheet Signed and included	Yes	No
Bid Form Signed and included	Yes	No
2nd Copy of Bid form included	Yes	No

Applies ONLY if an addendum(s) has been issued for this project

Addendum(s) Cover Sheet		
#1 – 1st page is signed and included	Yes	No
#2 – 1st page is signed and included	Yes	No
#3 – 1st page is signed and included	Yes	No

This sheet must be included, or the bid will be disqualified.

CONTRACT

CITY OF SAGINAW, MICHIGAN

This Contract is entered into on this _ day of _____, 2024, between **(name of contractor),** of _____ (hereinafter "Contractor"), and the City of Saginaw, 1315 S. Washington Avenue, Saginaw, Michigan 48601 (hereinafter "City"), for **(S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St), (C-1716).**

WHEREAS, Contractor, at a regular meeting of the Council of the City of Saginaw, held on April 13th, 2026, was awarded the contract for furnishing the necessary labor, equipment, materials, and construction for the completion of **(S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St), (C-1716).**

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

Article 1. SUBJECT MATTER. Contractor shall furnish all the materials, except those specified to be furnished by the City, and perform all the work **(S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St), (C-1716),** as listed on the Table of Contents, and as shown on the drawings prepared by the Department of Public Services, Engineering Division, and described in the specifications, and in accordance with the general conditions, the general instructions to bidders, the notice inviting sealed proposals and the proposal, all of which are hereby made a part of this Contract by reference as though fully set forth herein. The Contractor acknowledges Contractor has received a copy of all such documents.

Article 2. COMMENCEMENT OF WORK. The Contractor shall start work as specified in the Progress Clause**,** or as directed by the City Engineer and the work shall be carried on with due diligence, at such points and at such times and seasons, and with such force and in such manner as to secure the completion in accordance with the Progress Clause, the time of beginning, rate of progress and the time of completion being essential conditions of this Contract.

Article 3. PAYMENT. It is hereby mutually agreed that the City shall pay, and the Contractor receive, the sum of **$Numerical amount,** same being the amount named in the Contractor's proposal or bid as full compensation for labor and materials required in executing all the work contemplated in this Contract, subject to additions and deductions, as provided in the specifications.

Article 4. ESTIMATES. The City hereby agrees to make payment under the restrictions and limitations herein contained, from time to time, on account of performance of this contract, by orders drawn upon the proper fund of the City, paying NINETY PERCENT (90%) thereof on the basis of estimates made by the Department of Public Services & Engineering semi-monthly as the work progresses, and approved by the City Engineer. Said estimates shall be made in writing and shall only include work done and material in place and shall not include completed work which, in the opinion of the City Engineer, is not advisable, for the protection of the City, at that time to

make payment on, and such estimates may be altogether withheld when, in the opinion of the City Engineer, work does not progress in accordance with the provisions of this Contract; and the making and furnishing of such estimates shall not be deemed or construed as an acceptance of any part of the work under this Contract. The City Engineer may authorize the reduction of the amount so withheld so that total payment equals NINETY-FIVE PERCENT (95%) of the estimate where the City Engineer shall find that the retention of FIVE PERCENT (5%) of the estimate is sufficient to protect the City, but the total amount so retained shall not in any event be reduced to less than FIVE PERCENT (5%) of the contract price above stated.

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

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

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

A. At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the Contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the Contractor.
B. At any time after ninety-four percent (94%) of work under the Contract is in place, whether there has been an unacceptable delay by the Contractor in performance of the remaining six percent (6%) of work under the Contract. The agent shall consider the terms in the Contract and procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable improvement practices in the industry for completion of the project.

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

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

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

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

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

By their signatures below, the parties certify the persons signing on behalf of their respective party has the authority to do so. The parties hereto have executed this Contract the day and year first above written.

CONTRACTOR	**CITY OF SAGINAW**
	By:_____
	Timothy Morales
By:_____	**City Manager**
Name: _____	
Title: _____	

CITY OF SAGINAW

SCOPE OF WORK

COS: TJH MARCH 2026

(S. Granger St & Lyon St Resurface CDBG and ADA S. Porter St & Jackson St), (C-1716).

Resurfacing of S. Granger St – Gratiot Ave(M-46) to Mackinaw St, Lyon St – Granger St to Gratiot Ave(M-46) and ADA Ramp Replacements on S. Porter St Gratiot Ave(M-46) to Jackson St & Jackson St – S. Porter St to Gratiot Ave(M-46) with pavement removal, cold milling, earthwork, aggregate base, misc. curb and gutter, HMA paving, sidewalks, ADA sidewalk ramps and restoration.

1.5" Mill and 1.5" HMA paving:

- S. Granger St – Gratiot Ave(M-46) to Mackinaw St
- Lyon St – Granger St to Gratiot Ave(M-46)

ADA Sidewalk Ramps:

- S. Porter St – Gratiot Ave(M-46) to Jackson St
- Jackson St – S. Porter St to Gratiot Ave(M-46)

Traffic control will be the responsibility of the Contractor. ADA Sidewalk Ramp work on S. Granger St, Lyon St, S. Porter St, Jackson St, S. Webster St & Court St will be constructed utilizing intermittent lane closures wherever possible. S. Granger St will be closed to through traffic with no posted detour, while maintaining local access. 48-hour notice to the city is required for all closures. Paving must be completed and the roadway open to traffic within 72 hours of milling. The contractor shall place temporary pavement markings until permanent pavement markings are placed.

CITY OF SAGINAW

PROGRESS CLAUSE

(TJH) 1 of 2 March 2026

Start work on or after April 14th , 2026 or as directed by City Engineer. All work must be completed on or before November 14th , 2026 as shown on the Notice to Proceed, with the exception of seeding, to be completed by November 27, 2026 and turf establishment which shall be completed by May 28, 2027. In no case, shall any work commence prior to receipt of formal notice of award by the City.

Work is prohibited on City of Saginaw holidays and between the hours of 3 PM the day prior to the holiday and 7 AM the day after the holiday. Unauthorized work performed during prohibited time shall not be paid for.

2027	New Year's Day
2027	Martin Luther King Day
4/3/2026	Good Friday
5/25/2026	Memorial Day
7/4/2026	Independence Day
9/7/2026	Labor Day
11/11/2026	Veterans' Day
11/27/2026	Thanksgiving
12/24/2026	Christmas Eve
12/25/2026	Christmas Day
12/31/2026	New Year's Eve

Submit a complete, detailed, and signed MDOT Form 1130, Progress Clause. The Progress Schedule shall be submitted to the City of Saginaw five (5) days prior to the meeting.

The progress schedule submittal shall include, at a minimum, the controlling work items for the completion of the project and the planned dates or work days that these work items will be the controlling operations. All contract dates, including opened to traffic, the final project completion dates, and any other controlling dates must be included in the project schedule.

Failure by the Contractor to meet interim, final, and/or any stage completion dates will result in the assessment of liquidated damages in accordance with subsection 108.10 of the Standard Specifications for Construction, and the special provisions included in the proposal.

After award and prior to the start of work, the Contractor must attend a pre-construction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer after submittal of MDOT Form 1130. The project Engineer will arrange the day, time, and place for the pre-construction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project.

CITY OF SAGINAW

PROGRESS CLAUSE

(TJH) 2 of 2 March 2026

The named subcontractor(s) for designated and/or specialty items, as shown in the proposal, is recommended to be at the pre-construction meeting if such items materially affect the work schedule.

No unnecessary stoppages in work will be allowed once work has begun at the site.

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

CITY OF SAGINAW

SPECIAL PROVISION

FOR

TECHNICAL SPECIFICATIONS

TJH **1 of 1** **MARCH 2026**

The technical specifications for this project shall be in accordance with the 2020 Standard Specifications for Construction of the Michigan Department of Transportation, hereinafter referred to as the "STANDARD SPECIFICATIONS", the latest MDOT standard road plans, and Traffic and Safety standard plans.

The placement of permanent and temporary pavement markings, and temporary signing for work zones shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, 2011 Edition.

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. City and MDOT Special provisions
2. MDOT Supplemental specifications
3. Project plans and drawings
4. MDOT Standard plans
5. MDOT Standard specifications

CITY OF SAGINAW

BIDDER PRE-QUALIFICATIONS – MDOT

TJH/SIDEWALKS **1 OF 1** **MARCH 2026**

All bidders must be Michigan Department of Transportation (MDOT) prequalified in one of the listed Work Classifications below to bid on this project. If your company or any of the listed sub-contractors is not pre-qualified by MDOT your bid will be rejected. The MDOT site will be checked for compliance.

https://www.michigan.gov/mdot/0,4616,7-151-9625_21539_21545---,00.html

B. CONCRETE PAVING
(Section 602 Standard Specifications)
This work shall consist of constructing a jointed portland cement concrete pavement, base course or shoulder, with or without reinforcement, as specified; large, road work.

Equipment: Major paving equipment (slipform).

Ba. CONCRETE PAVEMENT PATCHING AND WIDENING
(Section 603 Standard Specifications)
This work shall consist of repairing portions of a concrete pavement with portland cement concrete with or without reinforcement, as required, and with the type of joint specified. This would include miscellaneous concrete pavement, widening, turn lanes, and pavement patching and repair.

Equipment: Compaction equipment, drilling machine (dowel bars), forms, concrete saws, self-powered screed.

J. MISCELLANEOUS CONCRETE ITEMS
(Sections 801-804 Standard Specifications)
This work shall consist of constructing concrete curb, curb and gutter, sidewalk, barrier wall, driveways, sidewalk ramps, and other incidental construction.

Equipment: Backhoe, compaction equipment, excavator, forms, loader, paver (C&G slipform).

Cb. HOT MIX ASPHALT/BITUMINOUS PAVING
(Sections 501-504, 805, 806, 814 Standard Specifications)
This work shall consist of preparing the existing pavement and constructing HMA/Bituminous pavements, shoulders, and approaches. Also includes paver placed surface seal, HMA curb, HMA shared-use paths, paved ditches.

Equipment: Pressure distributor, pavers, compaction equipment (pneumatic and vibratory rollers), trucks

CITY OF SAGINAW

SUB-CONTRACTOR PRE-QUALIFICATIONS – MDOT

TJH/SIDEWALKS **1 OF 1** **MARCH 2026**

List the MDOT Work Pre-Qualification Classification that your company holds. If the sub-contractor does not hold an MDOT Pre-Qualification they are not allowed to work on the project. If the Prime wants the sub-contract employees to work, they must be on the prime contractor's company payroll with the work pre-qualification.

B. CONCRETE PAVING
Ba. CONCRETE PAVEMENT PATCHING AND WIDENING
J. MISCELLANEOUS CONCRETE ITEMS
Cb. HOT MIX ASPHALT/BITUMINOUS PAVING

OTHER

Company Name/Address/Phone	**Pre-Qualification**

NOTICE TO BIDDERS

UTILITY COORDINATION

COS: TJH 1 of 1 MARCH 2026

The contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05.E of the 2020 MDOT Standards Specifications for Construction.

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

UTILITY	OWNER	CONTACT PERSON
Gas/Electric	Consumers Energy Co. 2400 Weiss Street Saginaw, MI 48602	Sam Oliveri (gas) (517) 915-8819 Sam.Oliveri@cmsenergy.com Virgie Downs (electric) Cell:(989)245-6241 (989)791-5938 Virgie.Downs@cmsenergy.com Alan Lindquist (transmission) (517)788-0534
Telephone	AT&T 309 S. Washington Ave. Saginaw, MI 48607	Mike McLane C:(810) 938-3143 O:(810) 768-0109 mm6798@att.com
Sewer & Water	City of Saginaw 1701 S. Jefferson Ave. Saginaw, MI 48601	Tony Folino (989) 759-1611 tfolino@saginaw-mi.com
Traffic Signals, Signs, Street lights	City of Saginaw 1435 S. Washington Ave. Saginaw, MI 48601	Joe Nugent (989) 737-5583 jnugent@saginaw-mi.com
Cable/ Television	Charter Communications 1480 S. Valley Center Drive Bay City, MI 48706	Mark Kelly (989) 667-0611 mark.kelly@charter.com

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

CITY OF SAGINAW

SPECIAL PROVISION

FOR

LIQUIDATED DAMAGES

COS:TJH **1 OF 1** **JANUARY 2026**

GENERAL REQUIREMENT

All work shall be accomplished in accordance with section 108 of the Michigan Department of Transportation 2020 Standard Specifications for Construction and as modified herein.

DESCRIPTION

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

SCHEDULE OF LIQUIDATED DAMAGES	
ORIGINAL CONTRACT AMOUNT	**LIQUIDATED DAMAGES (per calendar day)**
$ 0 to $ 100,000	$500
$ 100,000 to $ 500,000	$800
$ 500,000 to $ 1,000,000	$1000
$ 1,000,000 to $ 5,000,000	$1500
$5,000,000 to $15,000,000	$2000
Over $15,000,000	$4000

ASSESSMENT OF LIQUIDATED DAMAGES

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

CITY OF SAGINAW

SPECIAL PROVISION
FOR
SIDEWALK, REM, MODIFIED

COS/EP **1 OF 1** **January 2022**

General Requirements

This work shall be in accordance with the requirements of Section 204 of the Michigan Department of Transportation Standard Specifications for Construction, except as modified herein.

Description of Work

Sidewalk, Rem, Modified consists of the removal and disposal of existing sidewalk as specified on the plans, in the proposal, or as directed by the Engineer. Sidewalk, Rem, Modified shall be performed in accordance with the Standard Specifications, except that additional payment will not be made for removal of sidewalk greater than 6 inches in thickness regardless of depth.

Measurement and Payment

The completed work as measured for **Sidewalk, Rem, Modified** will be paid for at the contract unit price for the following item (Pay Item).

Pay Item	Pay Unit
Sidewalk, Rem, Modified…….....	Square Yard

Sidewalk, Rem, Modified will be measured by area in square yards of surface to be removed, regardless of depth of material being removed, and regardless of status or type of the underlying material and will be paid for at the contract unit price per square yard which price shall be payment in full for all labor, equipment, and materials needed to remove the sidewalk.

Payment for saw cutting will be included in **Sidewalk, Rem, Modified** and will not be paid for separately. Sawed joints shall extend substantially through the full thickness of sidewalk so a clean break is provided and the adjacent existing sidewalk to remain in place is not damaged. If adjacent sidewalk to remain is damaged as a result of the Contractor's operations, it shall be replaced as directed by the Engineer at the Contractor's expense.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
PAVT, REM, MODIFIED

COS/EP **1 of 1** **January 2022**

General Requirements

This work shall be in accordance with the requirements of Section 204 of the Michigan Department of Transportation Standard Specifications for Construction, except as modified herein.

Description of Work

Pavement, Rem, Modified consists of the removal and disposal of existing pavement; as specified on the plans, in the proposal, or as directed by the Engineer. Pavement, Rem, Modified shall be performed in accordance with the Standard Specifications, except that additional payment will not be made for multiple layers of pavement regardless of depth and type of pavement. Additional payment will not be made for excavation of subbase material to provide the correct plan grade as shown on the plans for the pavement replacement cross section.

Measurement and Payment

The completed work as measured for Pavement, Rem, Modified will be paid for at the contract unit price for the following item (Pay Item).

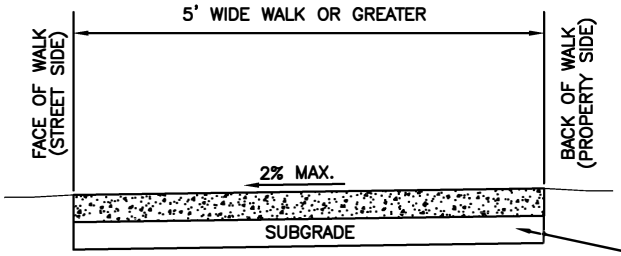
Pay Item	Pay Unit
Pavt, Rem, Modified…….....	Square Yard

Pavement, Rem, Modified will be measured by area in square yards of surface to be removed - regardless of depth of material being removed, and regardless of status or type of the underlying material and will be paid for at the contract unit price per square yard which price shall be payment in full for all labor, equipment, and materials needed to remove the pavement and excavate the subbase to the correct plan grade to provide the pavement replacement cross section as shown on the plans.

Payment for sawcutting will be included in Pavement, Rem, Modified and will not be paid for separately. Sawed joints for pavement removal shall be either parallel or perpendicular to the longitudinal centerline. Sawed joints shall extend substantially through the full thickness of pavement so a clean break is provided and the adjacent existing pavement or structures to remain in place are not damaged. If adjacent pavement or structures to remain are damaged as a result of the Contractor’s operations, they shall be replaced as directed by the Engineer at the Contractor’s expense.

SIDEWALK CONSTRUCTION DETAIL

ALL SIDEWALK AND RAMP AREAS ARE TO BE CONSTRUCTED WITH MDOT 3500 GRADE, 6 FULL STACK, CONCRETE. 3500 P.S.I. STRENGTH.

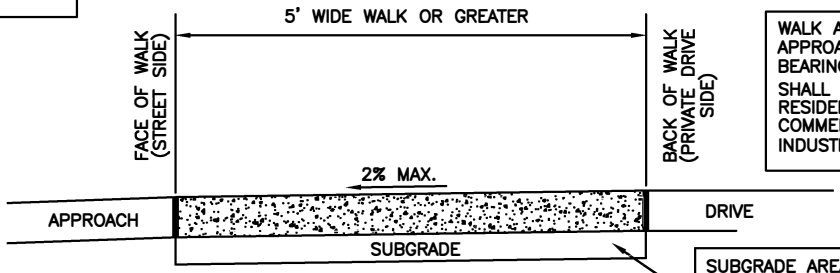


SUBGRADE AREA TO BE A CLASS II SAND MATERIAL OR 21AA AGGREGATE MATERIAL AT 4 INCH DEPTH MINIMUM TO ATTAIN FINISHED SUBGRADE ELEVATION.

FOOT TRAFFIC SIDEWALK (4")

(NON-WEIGHT BEARING)

NOTE:
ALL AREAS WHERE TREE ROOTS HAVE ALTERED THE STATE OF THE WALK AND OR RAMP SHALL HAVE SAID ROOTS REMOVED TO A DEPTH OF 4 INCHES BELOW THE FINISHED SUBGRADE OF WALK AND OR RAMP.



WALK AREA THRU EXISTING OR NEW APPROACH/VEHICLE WEIGHT BEARING AREAS
SHALL BE:
RESIDENTIAL = 6 INCHES
COMMERCIAL = 7 INCHES
INDUSTRIAL = 9 INCHES

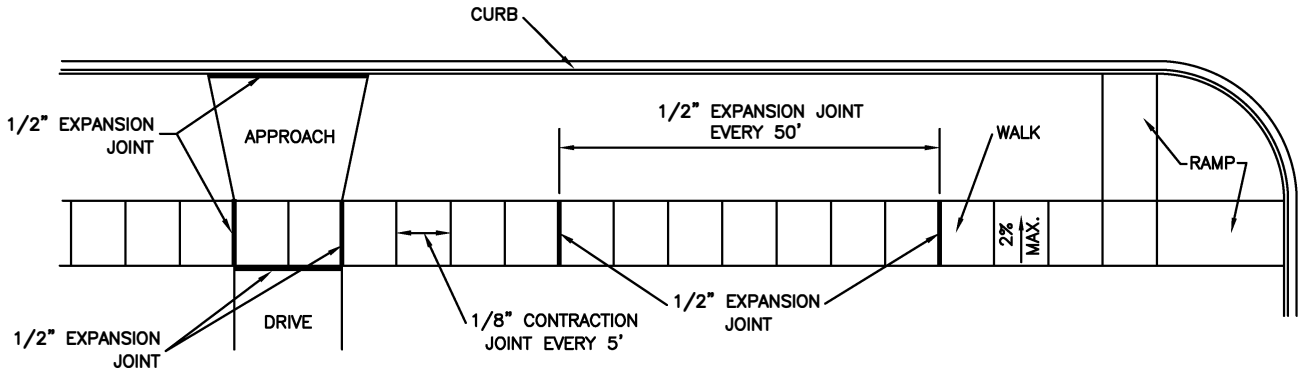
SUBGRADE AREA TO BE A CLASS II SAND MATERIAL OR 21AA AGGREGATE MATERIAL AT 4 INCH DEPTH MINIMUM TO ATTAIN FINISHED SUBGRADE ELEVATION.

VEHICLE/FOOT TRAFFIC SIDEWALK

(WEIGHT BEARING)

NOTE:

- ALL SIDEWALK AND APPROACH AREAS ARE TO BE A MDOT 3500 GRADE, 6 FULL SACK, CONCRETE WITH A 3500 P.S.I. STRENGTH.
- ALL RAMP AREAS ARE TO BE CONSTRUCTED IN ACCORDANCE TO THE MDOT STANDARD R-28-I FOR SIDEWALK RAMP AND DETECTABLE WARNING DETAIL. RAMP AREA CURB MUST BE REPLACED TO CONFORM TO SAID STANDARD. CITY OF SAGINAW CURB REPLACEMENT AND PAVEMENT SECTION REPAIRS ALSO APPLY. STANDARDS AVAILABLE UPON REQUEST FROM THE CITY OF SAGINAW ENGINEERING DIVISION.
- NO REINFORCEMENT IS ALLOWED IN THE CONCRETE WITHIN THE ROAD RIGHT OF WAY
- PRIOR TO SIDEWALK CONSTRUCTION, A SIDEWALK AND RIGHT-OF-WAY PERMIT MUST BE PURCHASED FROM THE CITY OF SAGINAW ENGINEERING DIVISION.
- CONCRETE MUST BE REPLACED 72 HOURS FROM THE TIME OF REMOVAL. NO AREAS ARE TO BE VOID OF WALK OVER THE WEEKEND.
- ALL SIDEWALK CONSTRUCTION FORMS MUST BE INSPECTED BY A REPRESENTATIVE OF THE CITY OF SAGINAW AT LEAST 24 HOURS PRIOR TO THE ORDER OF CONCRETE. INSPECTIONS ARE DONE MONDAY THRU FRIDAY FROM 7:30 A.M. TO 4:00 P.M. CALL 989-759-1410 FOR FORM INSPECTION 24 HOURS PRIOR TO ORDER OF CONCRETE.



CITY OF SAGINAW

SPECIAL PROVISION
FOR
SIDEWALK GRADING, MODIFIED

COS/EP **1 of 1** **July 2023**

Description

This work shall consist of all excavation, including earth, necessary to shape the subgrade and aggregate base to the cross-sections shown on the plans for sidewalks, curbs, drive approaches, etc. within the construction limits of the project. The work shall include proper disposal of excavated materials. This work shall also include all embankment and grading necessary to shape areas behind curb and gutter, around all drives and sidewalks to allow for placement of topsoil.

Materials

Materials used for embankment shall conform to the requirements of Sections 205 and 902 of Michigan Department of Transportation 2020 Standard Specifications for Construction.

Construction Methods

This work shall conform to the requirements of Section 205 of Michigan Department of Transportation 2020 Standard Specifications for Construction for the grading, earth excavation, embankment and density except as modified herein.

Measurement and Payment

The completed work as measured for **Sidewalk Grading, Modified** will be paid for at the contract unit price for the following contract item (Pay Item).

Pay Item	Pay Unit
Sidewalk Grading, Modified	Square Yard

Sidewalk Grading, Modified will be measured by square yard and depth to be as shown in the plans. Unit price shall be payment in full for all labor, equipment and materials, including embankment, excavation and disposal of excavated material needed to accomplish this work.

Approximately 100 cubic yards of earth will be excavated in front of, under, and behind the curb and gutter and sidewalk. Suitable excavated material, as determined by the engineer, may be used as fill material behind proposed curb. Approximately 30 cubic yards of embankment will be needed. Use of excavated material for fill material will be considered as included in the work of Sidewalk Grading, Modified.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
AGGREGATE BASE, __ INCH, MODIFIED

City of Saginaw 1 of 1 2/20/23

Description

The work of Aggregate Base, __ inch, Modified, shall consist of furnishing and placing crushed limestone compacted-in-place, in accordance with section 302 of the Standard Specifications for Construction except as modified herein.

Materials

Materials for Aggregate Base, __ inch, Modified shall be 100% crushed limestone conforming to 21AA Aggregate under section 902 of the Standard Specifications for Construction.

Construction

Maintenance Gravel, Modified may not be incorporated into the construction of Aggregate Base, _ inch, Modified and will only be paid for as Maintenance Gravel, Modified. The Contractor shall remove and dispose completely of Maintenance Gravel, Modified prior to placement of Aggregate Base, _ inch, Modified.

Measurement and Payment

The completed work, as measured, will be paid for at the contract unit price for the following pay item:

Pay Item	Pay Unit
Aggregate Base, __ inch, Modified	Square Yard

Aggregate Base, __ inch, Modified, will be measured in place, at the specified depth, by area in square yards; and will be paid for at the contract unit price per square yard, at the specified depth; which price shall be payment in full for all labor, materials, and equipment needed to accomplish this work.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
DR STRUCTURE COVER, TYPE __, MODIFIED

City of Saginaw 1 of 1 2/20/23

General Description

Dr Structure Cover, Type __, Modified hereinafter referred to as Cover, shall consist of materials and work as described in section 403 of the Standard Specifications for Construction except as modified herein.

Materials

Structure covers shall adhere to all MDOT requirements.

Sealant material shall be a heat-shrinkable sleeve or rubber seal system such as Wrapid Seal, Canusa, Infi-Shield, Cretex “X-85” or an engineer approved equal.

Construction

The cover shall be sealed to the structure using a heat shrinkable sleeve system or a rubber seal system such as Wrapid Seal, Canusa, Infi-Shield, Cretex “X-85”, or engineer approved equal. The seal shall extend down the cover and adjusting brick as shown within the typical detail sheets in the construction plan, as directed by the engineer and recommended by the manufacturer.

Measurement and Payment

The completed work, as measured, will be paid for at the contract unit price for the following pay item:

Pay Item	Pay Unit
Dr Structure Cover, Type __, Modified	Each

Dr Structure Cover, Type__, Modified will be measured by each cover placed which price shall be payment in full for all labor, equipment and materials needed to accomplish this work, including furnishing materials and placement of the sealant.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
GAS AND WATER SHUTOFF, ADJ, MODIFIED

COS/EP **1 of 1** **January 2022**

Description

This work shall be done in accordance with Section 403 of the Michigan Department of Transportation Standard Specifications for Construction and as modified herein. This work shall include the proper setting of utility shutoffs within the right-of-way.

Construction

This item shall include adjusting existing water and gas valve castings and covers to the grades as directed by the Engineer. Remove the pavement adjacent to the valve casting by coring a minimum 2-foot diameter circle. Compact soil using a method approved by the Engineer. Match the valve cover to the finished elevation and slope (longitudinal and transverse). Place Concrete Grade P1 (or P-NC if required by the Engineer).

Where shutoff is located in an area where concrete is to be placed, adjustment to final grade shall be made prior to placement of concrete.

Measurement and Payment

The completed work as measured for **Gas and Water Shutoff, Adj, Modified** will be paid for at the contract unit price for the following contract item (Pay Item).

Pay Item	Pay Unit
Gas and Water Shutoff, Adj, Modified	Each

Gas and Water Shutoff, Adj, Modified will be measured by the unit Each and will be paid for at the contract unit price per Each, which price shall be payment in full for all labor, equipment, and materials needed to accomplish this work.

Payment for the sawcutting, removal, and replacement of pavement adjacent to the adjusted gas or water shutoff is considered included in the payment for **Gas and Water Shutoff, Adj, Modified**.

CITY OF SAGINAW
SPECIAL PROVISION
FOR
STRUCTURE ADJUSTMENTS

TJH: COS Page **1** of **2** 06/08/23

DESCRIPTION
This work shall be done in accordance with section 403 of the Standard Specifications for Construction, the detail sheet in the Plans, and as modified herein.

This item shall include adjusting manhole castings and covers to the grades as directed by the Engineer. It shall also address areas where additional depth is required to adjust structures greater than six inches.

MATERIALS
Materials for all concrete items shall be in accordance with section 1004 of the Standard Specification for Construction.

The cover shall be sealed to the structure using a heat shrinkable sleeve system, Boa Tape, or a rubber seal system such as Wrapid Seal, Canusa, Infi-Shield, Cretex “X-85”, or Engineer-approved equal. The seal shall extend down the cover and adjusting brick as shown within the detail sheet in the Plans and as recommended by the manufacturer. Where required, galvanized steel compression bands or manufacturer recommended coupling system shall be used for extension sleeves.

CONSTRUCTION
This work shall be performed only when all asphalt has been placed. The adjacent pavement shall be cored and placed to the original elevation with concrete, grade 3500.

Where additional depth of replacement greater than 6 inches is required, the work to replace pre-cast sections of the structure shall be completed prior to paving. Final adjustments will be made only when all asphalt has been placed except for the top course. This work will occur in two separate operations.

Use of brick or block to reach final elevations and repair damaged structures will be allowed to a maximum depth of 12 inches. For work in excess of 12 vertical inches, all components must be pre-cast in conformance with the City of Saginaw Alterations to the Municipal Combined Sewer System special provision requirements and as shown in the Plans.

MEASUREMENT AND PAYMENT
The completed work as measured will be paid for at the contract unit price for the following pay item(s).

Pay Item	Pay Unit
Dr Structure Cover, Adj, Case 1, Modified	Each
Dr Structure Cover, Adj, Case 2	Each

Dr Structure Cover, Adj, Case 1, Modified will be measured by units of each and will be paid for at the contract unit price per each. This price shall be payment in full for all labor, equipment, and materials needed to accomplish this work.

CITY OF SAGINAW
SPECIAL PROVISION
FOR
STRUCTURE ADJUSTMENTS

TJH: COS Page **2** of **2** 06/08/23

Dr Structure Cover, Adj, Case 1, Modified includes the cost of the following:

1. Coring existing pavement.
2. Adjusting the cover up or down, no greater than 6 inches.
3. Removing and replacing pavement adjacent to the adjusted cover.
4. Concrete 3500 collar.

The City of Saginaw will only pay for **Dr Structure Cover, Adj, Case 2** for structure adjustments located outside existing pavement, curb, and curb and gutter.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
HOT MIX ASPHALT (HMA) APPLICATION ESTIMATE

COS/EP **1 of 1** **January 2022**

DESCRIPTION

This work shall be done in accordance with the requirements of Division 5 of the Michigan Department of Transportation Standard Specifications for Construction except as modified herein.

CONSTRUCTION METHODS

Testing performed in accordance with Section 501.03.N will apply for this project.

MATERIALS

Top course shall be **HMA, 13A** with an estimated thickness of 1.5 inches and a yield of 165 pounds per square yard (lbs/syd) placed in one lift. Aggregate Wear Index number shall be 260. The Performance Grade asphalt binder range for the Mixture shall be PG 58-28.

Leveling course shall be **HMA, 13A** with an estimated thickness of 1.5 inches and a yield of 165 pounds per square yard (lbs/syd) placed in one lift. The Performance Grade asphalt binder range for the Mixture shall be PG 58-28.

Hand Patching shall be **HMA, 13A** and shall be placed with an average yield of 330 lbs/syd placed in two lifts. The Performance Grade asphalt binder range for the Mixture shall be PG 58-28.

The HMA bond coat mixture shall be per Section 501. The application rate on existing or between courses shall be 0.05 to 0.15 gallons per square yard. The HMA bond coat mixture will not be paid for separately, but will be included in HMA pay items.

Measurement and Payment

Measurement and payment shall be at the contract unit price per ton. No additional payment will be made for HMA bond coat mixture.

Pay Item	Pay Unit
Hand Patching	Ton
HMA, 13A	Ton

Payment for each shall include the material, labor and equipment necessary to construct each item according to the plans, specifications and any special provisions included with this contract.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
CONCRETE PAY ITEMS

City of Saginaw 1 of 1 2/20/23

Description

This work shall be in accordance with sections 801, 802, and 803 of the Standard Specifications for Construction except as modified herein. This special provision indicates the type of concrete mixture to be used for pay items related to concrete.

Materials

Materials for all concrete items shall be Concrete, Grade 3500, in accordance with section 1004 of the Standard Specifications for Construction.

Construction

Construction shall be according to the Standard Specifications for Construction or as directed by the Engineer in the field.

A 4" minimum sand base shall be constructed for all driveways compacted to 95% of maximum unit weight. Sand base shall be MDOT Class II granular material and shall be included in the contract unit price for all sidewalk items. The excavation of subbase material to provide the correct plan grade as shown on the plans shall be included in the payment for Machine Grading, Modified.

Measurement and Payment

The completed work, as measured, will be paid for at the contract unit price for the following pay item:

Pay Item	Pay Unit
Driveway, Nonreinf Conc, _ inch, Modified	Square Yard
Curb and Gutter, Conc, Det F4, Modified	Foot
Curb Ramp Opening, Conc, Modified	Foot
Driveway Opening, Conc, Det M, Modified	Foot

Payment for each shall include the material, labor and equipment necessary to construct each item according to the plans, specifications and any special provisions included with this contract.

Sand base shall be included in the cost of sidewalk pay items. The excavation of subbase material to provide the correct plan grade as shown on the plans shall be included in the payment for Machine Grading, Modified.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
CONCRETE SIDEWALK

City of Saginaw 1 of 2 2/20/23

Description

This work shall consist of furnishing and installing sidewalk and sidewalk ramps at intersections in accordance with the Michigan Department of Transportation Standard Plans and the Standard Specifications for Construction except as modified, herein.

Materials

Sidewalk, Conc, __ inch, Modified and Sidewalk Ramp, Conc, __ inch, Modified shall be constructed in accordance with section 803 of the Standard Specifications for Construction and Special Detail Series R-28 Series, Sidewalk Ramp Details with the following exception:

Provide raw cast iron detectable warning surfaces installed according to the manufacturer's instructions and Standard Plan R-28 Series. Color shall be "brick red" federal color number 22144, as approved by the Engineer.

Materials for all concrete items shall be Concrete, Grade 3500, in accordance with section 1004 of the Standard Specifications for Construction.

Sand subbase shall be MDOT Class II granular material in accordance with section 301 of the Standard Specifications for Construction.

Construction

Prior to beginning construction, the Contractor shall submit the name and plant location of the proposed concrete supplier for the project.

Prior to beginning construction, the Contractor shall submit mix designs for the proposed concrete mixtures proposed for use on the project for the Engineer to review.

A 4" minimum sand base shall be constructed for all sidewalks compacted to 95% of maximum unit weight. Sand base shall be MDOT Class II granular material. Payment for the 4" minimum sand base shall be included in the contract unit price for all sidewalk items. The excavation of subbase material to provide the correct plan grade as shown on the plans shall be included in the payment for Machine Grading, Modified.

Construction of Sidewalk Ramp, Conc, __ inch, Modified shall be per MDOT Standard Plan R-28 Series.

All sidewalk replaced through driveways shall be either 7, 8 or 9 inches thick matching adjacent proposed driveway depth.

Measurement and Payment

The completed work, as measured, will be paid for at the contract unit price for the following pay item:

Pay Item	Pay Unit
Sidewalk Ramp, Conc, _ inch, Modified	Square Foot
Sidewalk, Conc, _ inch, Modified	Square Foot
Detectable Warning Surface, Modified	Foot

Sidewalk, Conc, __ inch, Modified and **Sidewalk Ramp, Conc, __ inch, Modified** of the type called for on the plans, will be measured in place by area in square foot. Payment for the 4" minimum sand base shall be included in the contract unit price for all sidewalk items. The excavation of subbase material to provide the correct plan grade as shown on the plans shall be included in the payment for Machine Grading, Modified. The contract unit price for sidewalk and ramp includes compensation for placement of sand base, furnishing, placing and curing concrete; furnishing and placing expansion joints; furnishing and placing backfill regardless of amount; and cleanup. All grading required to meet ADA standards shall be included in the items listed above. All labor, equipment, and materials necessary to protect the concrete sidewalk from weather damage and/or vandalism shall be considered included in the pay items above.

Detectable Warning Surface, Modified will be measured in place by the foot. Payment includes all labor, materials, and equipment necessary to install detectable warning surface.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
CONCRETE SIDEWALK

COS/EP **1 of 2** **July 2023**

Description

This work shall consist of furnishing and installing sidewalk and sidewalk ramps in accordance with the Michigan Department of Transportation Standard Plans and the 2020 Standard Specifications for Construction except as modified herein.

Materials

Sidewalk, Conc, _ inch, Modified shall be constructed in accordance with Section 803 of the Michigan Department of Transportation 2020 Standard Specifications for Construction.

Materials for all concrete items shall be Concrete, Grade 3500 Six Full Sack Mix, in accordance with MDOT 2020 Standard Specifications for Construction. Cement content shall be 564 pounds per cubic yard and shall not contain any fly ash or water reducing agents.

Construction

Prior to beginning construction, the Contractor shall submit the name and plant location of the proposed concrete supplier for the project.

Prior to beginning construction, the Contractor shall submit mix designs for the concrete mixtures proposed for use on the project for the Engineer to review.

A 4” minimum sand base shall be constructed for all sidewalks compacted to 95% of maximum unit weight. Sand base shall be MDOT Class II granular material. Payment for the 4” minimum sand base shall be included in the contract unit price for all sidewalk items. The excavation of subbase material to place the sand subbase and provide the correct grade shall be included in the concrete pay items.

The concrete sidewalks marked for replacement shall be removed and disposed of by the contractor. All concrete used shall be in Grade 3500 Six Full Sack Mix and construction shall be in accordance with the 2020 Standard Specifications for Construction of the Michigan Department of Transportation.

Tree roots shall be cut away to a point four inches below the finished subgrade of sidewalks or drive approaches. The cut faces of all roots shall be protected by paint having an asphaltic compound base and formulated as a treatment for tree wounds. All holes formed by such root removal shall be

backfilled with MDOT Class II sand. The contractor will be responsible for removing all tree root materials immediately following the completion of work, and disposing of them in a legal manner. All concrete placed shall be cured using a white membrane curing compound and applied per MDOT specifications. All sidewalk replaced through driveways shall be either 6, 7 or 9 inches thick to match proposed driveway depth.

Measurement and Payment

The completed work will be paid for at the contract unit price for the following contract items (pay items):

Pay Item	Pay Unit
Sidewalk, Conc, _ inch, Modified	Square Foot

Sidewalk, Conc, _ inch, Modified of the type called for on the plans, will be measured in place by area in square foot. Payment for the 4" minimum sand base shall be included in the contract unit price for all sidewalk items. The contract unit price for sidewalk and ramp includes compensation for placement of sand base, furnishing, placing and curing concrete; furnishing and placing expansion joints; furnishing and placing backfill regardless of amount; and cleanup. All labor, equipment, and materials necessary to protect the concrete sidewalk from weather damage and/or vandalism shall be considered included in the pay items above.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

TJH/SIDEWALKS **1 OF 2** **MARCH 2021**

General Requirements

This work shall be in accordance with the requirements of the Michigan Department of Transportation 2020 Standard Specifications for Construction and as herein specified. All traffic control devices and their uses shall conform to the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

The Contractor shall furnish all labor, tools, material, and equipment. The Contractor shall erect, maintain, and upon completion of the work, remove all traffic control devices and barricade lights within the project limits and around the perimeter of the project.

The Contractor shall provide 24-hour emergency contacts to the Engineer. During non-working periods, the Contractor shall have a maximum one-hour response time for addressing issues within the work zone.

The Contractor shall notify all emergency response, City, school bus garages, or other necessary agencies of estimated duration of road closure prior to closing the road.

Walks, driveways, and entrances to buildings shall not be unnecessarily blocked. A hard surface shall be maintained for delivery personnel and vehicles. Vehicular access shall be maintained to all commercial properties as directed by the Engineer. Unless otherwise specified herein, construction shall be completed in such a manner as to maintain the required entrance width for traffic at all times.

Where directed by the Engineer, the requirements for the maintenance of through traffic, as directed by the Standard Specifications, shall also apply to the maintenance of local traffic.

Protection for and protection of pedestrian traffic shall be maintained at all times.

Access for emergency vehicles shall be maintained at all times.

Locations of all temporary signing shall be approved by the Engineer prior to placement.

Specific Requirements

Any damage occurring to the subgrade from exposure to the elements will be undercut and removed and replaced at the contractor’s expense.

The Contractor will be responsible for coordinating construction activities with all local businesses, keeping them advised, in advance of any construction activities that will affect vehicular and pedestrian movements to their business.

No work shall be performed between the hours of 10:00 pm and 7:00 am in accordance with the City Ordinance. No deviations from these restrictions will be allowed unless otherwise approved by the Engineer.

TJH/SIDEWALKS **2 OF 2** **MARCH 2021**

Work is prohibited on City of Saginaw holidays. Unauthorized work performed during prohibited time shall not be paid for.

Changes or adjustments in the signing provided may be necessary as determined by the Engineer. Where detour or lane shifts are necessary, City of Saginaw staff will be responsible for setting up the traffic control. Contractor shall give minimum of 72-hour notice to Engineer to ensure proper traffic control setup prior to commencement of work.

Traffic shall be maintained according to the following MDOT Maintaining Traffic Typicals:

- M0020a
- M0040a
- M0231a
- M0730a
- WZD-100-a
- WZD-125-e

Measurement and Payment

The completed work as measured will be paid for at the contract unit price for the following items (Pay Item).

Pay Item	Pay Unit
Minor Traf Devices……..	Lump Sum

MINIMUM MERGING TAPER LENGTH "L" (FEET)

OFFSET	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)										
FEET	25	30	35	40	45	50	55	60	65	70	
1	10	15	20	27	45	50	55	60	65	70	TAPER LENGTH "L" IN FEET
2	21	30	41	53	90	100	110	120	130	140	
3	31	45	61	80	135	150	165	180	195	210	
4	42	60	82	107	180	200	220	240	260	280	
5	52	75	102	133	225	250	275	300	325	350	
6	63	90	123	160	270	300	330	360	390	420	
7	73	105	143	187	315	350	385	420	455	490	
8	83	120	163	213	360	400	440	480	520	560	
9	94	135	184	240	405	450	495	540	585	630	
10	104	150	204	267	450	500	550	600	650	700	
11	115	165	225	293	495	550	605	660	715	770	
12	125	180	245	320	540	600	660	720	780	840	
13	135	195	266	347	585	650	715	780	845	910	
14	146	210	286	374	630	700	770	840	910	980	
15	157	225	307	400	675	750	825	900	975	1050	

THE FORMULAS FOR THE MINIMUM LENGTH OF A MERGING TAPER IN DERIVING THE "L" VALUES SHOWN IN THE ABOVE TABLES ARE AS FOLLOWS:

$"L" = \frac{W \times S^2}{60}$ WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 40 MPH OR LESS

"L" = S x W WHERE POSTED SPEED PRIOR TO THE WORK AREA IS 45 MPH OR GREATER

L = MINIMUM LENGTH OF MERGING TAPER
S = POSTED SPEED LIMIT IN MPH PRIOR TO WORK AREA
W = WIDTH OF OFFSET

TYPES OF TAPERS	TAPER LENGTH
UPSTREAM TAPERS	
MERGING TAPER	L - MINIMUM
SHIFTING TAPER	1/2 L - MINIMUM
SHOULDER TAPER	1/3 L - MINIMUM
TWO-WAY TRAFFIC TAPER	100 ' - MAXIMUM
DOWNSTREAM TAPERS (USE IS OPTIONAL)	100 ' - MINIMUM (PER LANE)

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TABLES FOR "L", "D" AND "B" VALUES

DRAWN BY: CON:AE:djf	JUNE 2006 PLAN DATE:	M0020a	SHEET 1 OF 2
CHECKED BY: BMM			
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn	REV. 08/21/2006		

DISTANCE BETWEEN TRAFFIC CONTROL DEVICES "D" AND LENGTH OF LONGITUDINAL BUFFER SPACE ON "WHERE WORKERS PRESENT" SEQUENCES

"D" DISTANCES	POSTED SPEED LIMIT, MPH (PRIOR TO WORK AREA)									
	25	30	35	40	45	50	55	60	65	70
D (FEET)	250	300	350	400	450	500	550	600	650	700

GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE "B"

SPEED* MPH	LENGTH FEET
20	33
25	50
30	83
35	132
40	181
45	230
50	279
55	329
60	411
65	476
70	542

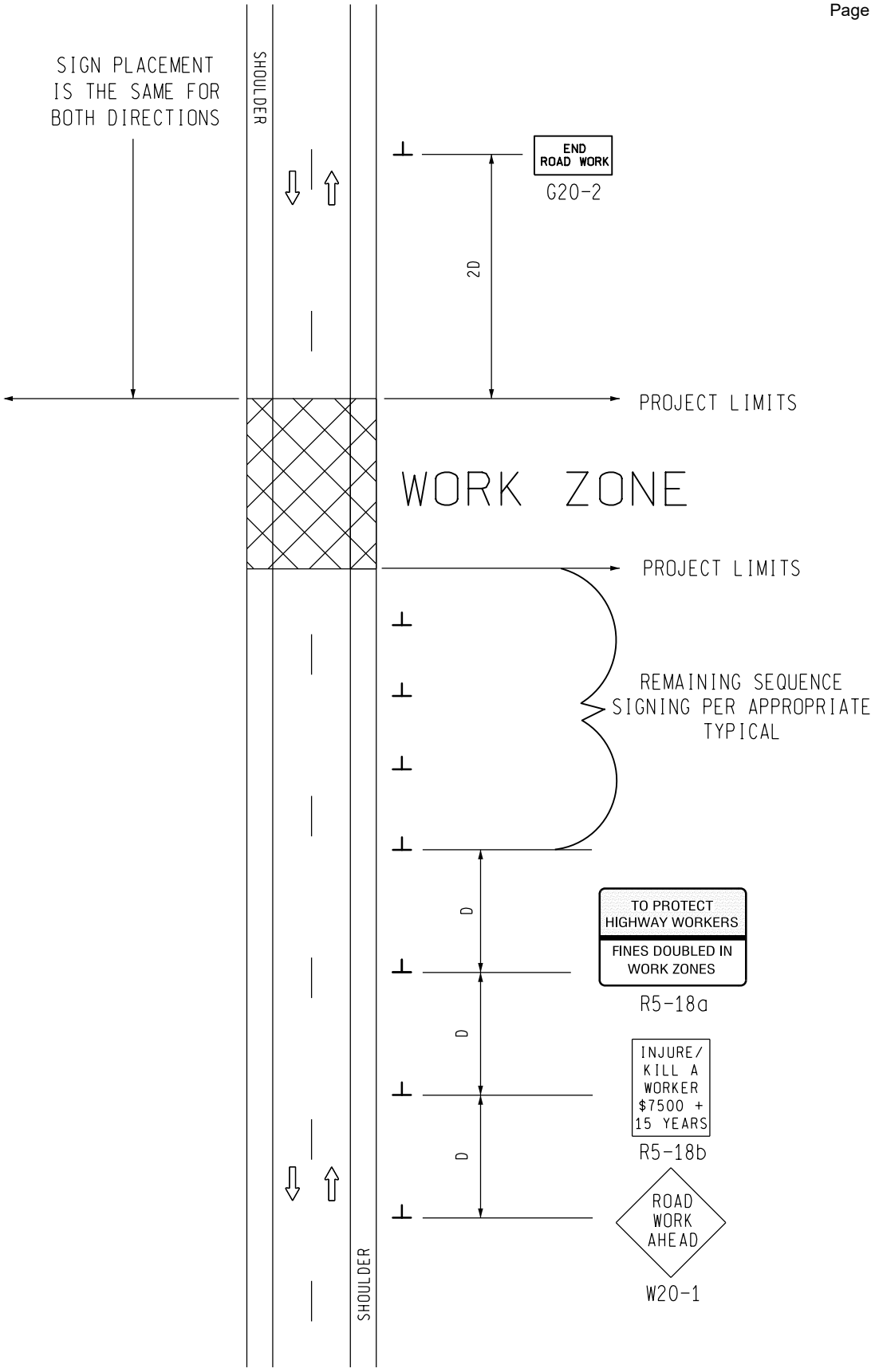
* POSTED SPEED, OFF PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED

1 BASED UPON AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) BRAKING DISTANCE PORTION OF STOPPING SIGHT DISTANCE FOR WET AND LEVEL PAVEMENTS (A POLICY ON GEOMETRIC DESIGN OF HIGHWAY AND STREETS), AASHTO. THIS AASHTO DOCUMENT ALSO RECOMMENDS ADJUSTMENTS FOR THE EFFECT OF GRADE ON STOPPING AND VARIATION FOR TRUCKS.

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TABLES FOR "L", "D" AND "B" VALUES

DRAWN BY: CON:AE:djf	JUNE 2006 PLAN DATE:	M0020a	SHEET 2 OF 2
CHECKED BY: BMM			
FILE: K:/DGN/TSR/STDS/ENGLISH/MNTTRF/M0020a.dgn	REV. 08/21/2006		



SIGN = 68 ft2 - TYPE B
FOR ONE DIRECTION OF TRAFFIC
W20-1 QUANTITY INCLUDED
WITH APPROPRIATE TYPICAL
FOR SEQUENCE SIGNING

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0040a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV. 10/13/2011			

NOTES

30. THE APPROPRIATE ADVANCE SIGNING SEQUENCE(S), (M0030a THROUGH M0080a) SHALL BE USED ON ALL PROJECTS.

32. THESE SIGNS SHALL BE LEFT IN PLACE AT THEIR PRESCRIBED LOCATIONS FOR THE DURATION OF THE PROJECT AND UNTIL ALL TEMPORARY TRAFFIC CONTROL HAS BEEN REMOVED.

35. THESE SIGNS ARE INTENDED TO BE USED WITHIN THE LIMITS OF THE TEMPORARY SEQUENCE SIGNING AS IS SHOWN ON 1 OF 2. THESE SIGNS ARE NOT TO BE INTERMINGLED WITH ANY OTHER TEMPORARY SEQUENCE SIGNING EXCEPT AS SHOWN.

SIGN SIZES

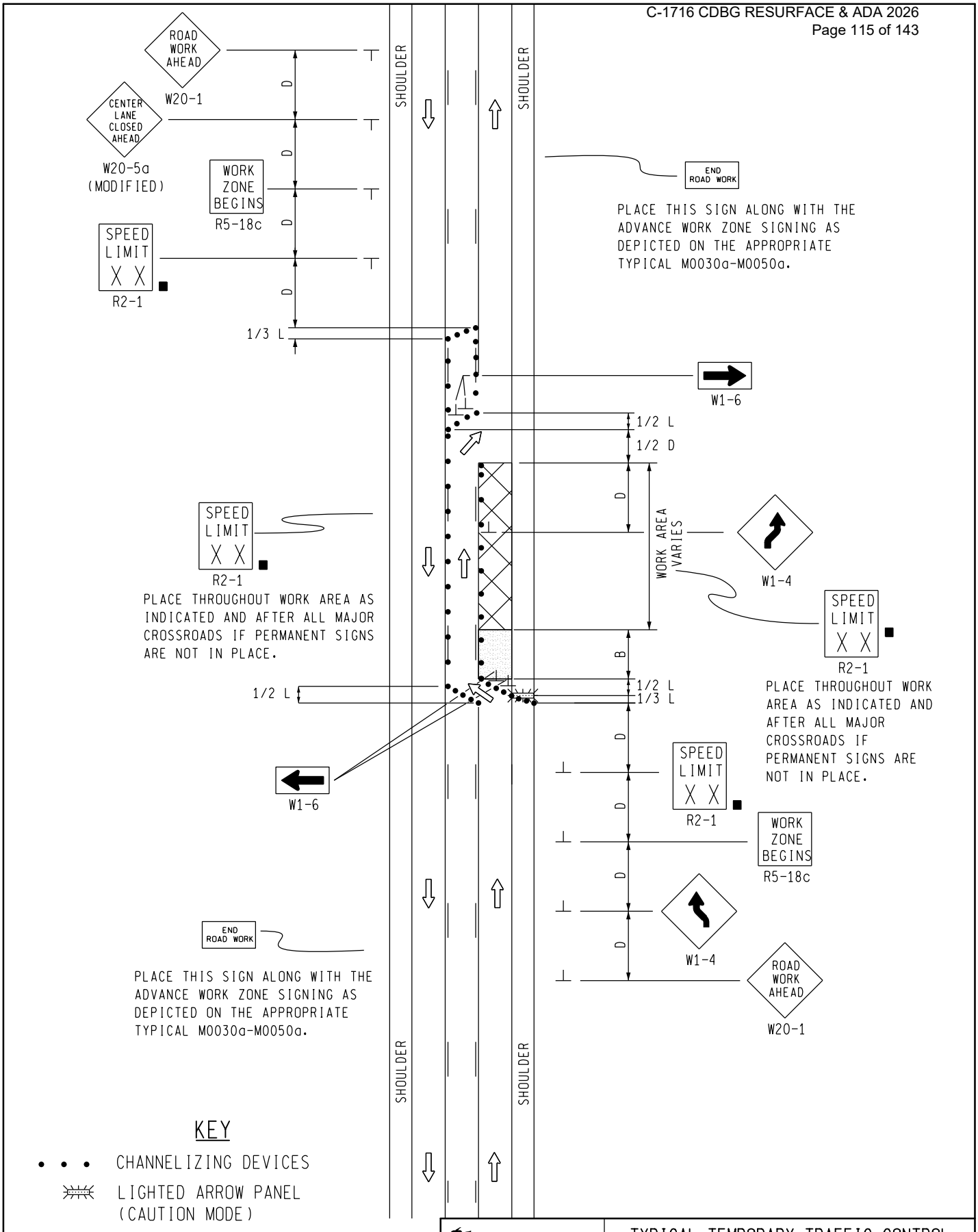
G20-2	-	48" x 24"
R5-18a	-	96" x 60"
R5-18b	-	48" x 60"
W20-1	-	48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL ADVANCE SIGNING TREATMENT FOR LONG, INTERMEDIATE AND SHORT TERM STATIONARY WORK ZONE OPERATIONS OF LESS THAN TWO MILES IN LENGTH WHERE TRAFFIC CONTROL DEVICES MAY REMAIN AT END OF WORK DAY ON AN UNDIVIDED TWO-WAY ROADWAY

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0040a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0040a.dgn REV.			10/13/2011



KEY

- • • • CHANNELIZING DEVICES
- LIGHTED ARROW PANEL (CAUTION MODE)
- ⇨ TRAFFIC FLOW
- ■ REFLECTS EXISTING SPEED LIMIT

SIGN = 184 ft2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLTO AND SHIFTING ONE THROUGH LANE INTO THE CLFLTO NO SPEED REDUCTION

DRAWN BY: CON:AE:DJF	OCTOBER 2011	M0231a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011			

NOTES

1F. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
1/2 L, AND 1/3 L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.

6. THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.

7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

SIGN SIZES

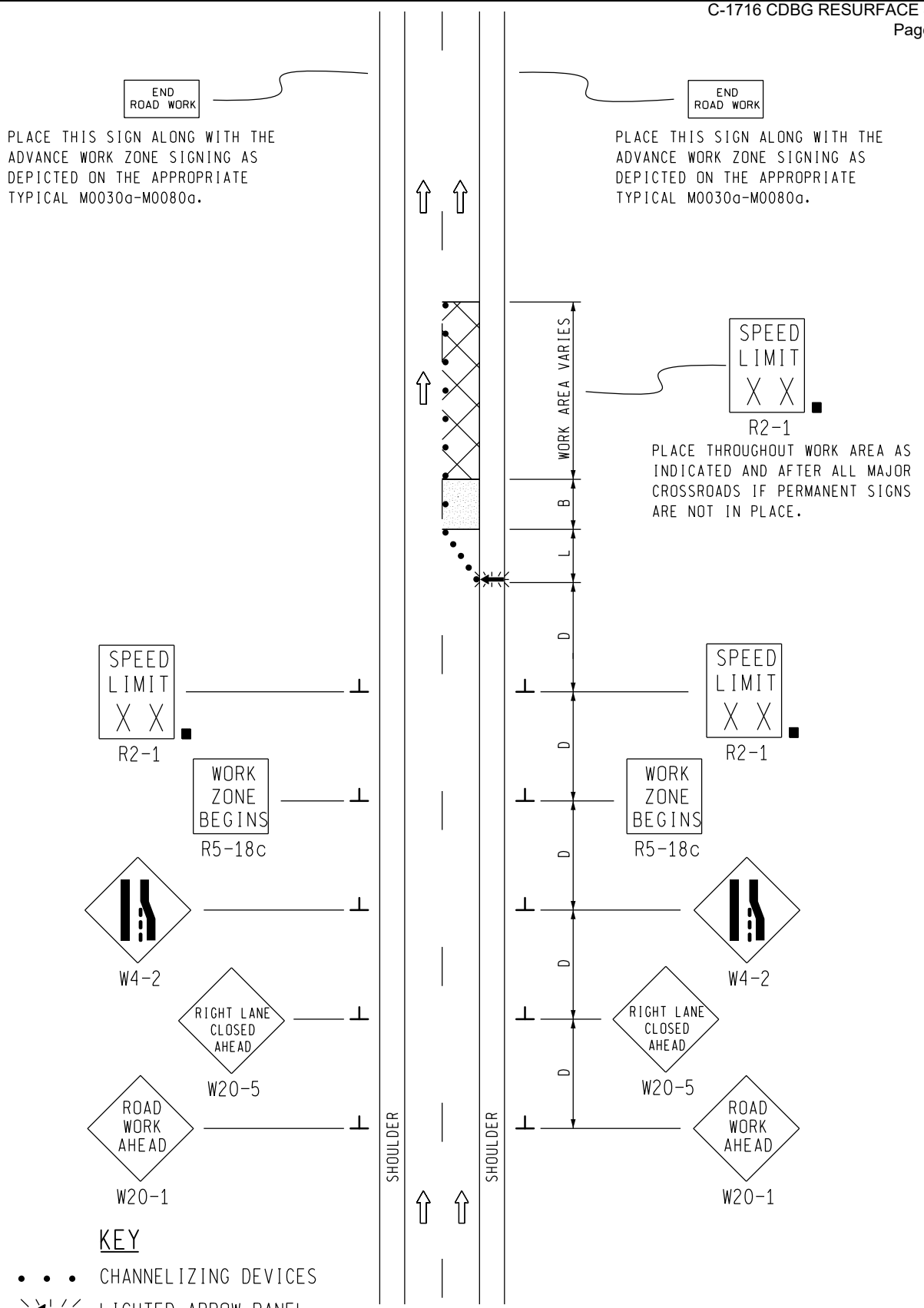
DIAMOND WARNING	- 48" x 48"
W1-6 WARNING	- 48" x 24"
R2-1 REGULATORY	- 48" x 60"
R5-18c REGULATORY	- 48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR CLOSING ONE LANE OF A THREE LANE ROADWAY WITH CLFLTO AND SHIFTING ONE THROUGH LANE INTO THE CLFLTO NO SPEED REDUCTION

DRAWN BY: CON:AE:DJF	OCTOBER 2011	M0231a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW: RD/T&S/Typicals/Signs/MT/MT nonFwy/M0231a REV. 10/18/2011			



KEY

- • • • CHANNELIZING DEVICES
- LIGHTED ARROW PANEL
- TRAFFIC FLOW
- ■ REFLECTS EXISTING SPEED LIMIT

SIGN = 168 ft2 - TYPE B
PLUS ADDITIONAL R2-1's
THROUGHOUT WORK AREA

NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0730a	SHEET 1 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV.			10/26/2017

NOTES

1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.

6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.

7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON A DIVIDED ROADWAY, NO SPEED REDUCTION		
DRAWN BY: CON:AE:djf CHECKED BY: BMM:CRB	OCTOBER 2011 PLAN DATE:	M0730a	SHEET 2 OF 2
FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0730a.dgn REV. 10/26/2017			

SIGN MATERIAL SELECTION TABLE

	SIGN MATERIAL TYPE		
SIGN SIZE	TYPE I	TYPE II	TYPE III
≤ 36" X 36"		X	X
>36" X 36"≤ 96" TO WIDE		X	
> 96″ WIDE TO 144″ WIDE	X	X	
> 144″ WIDE	X		

TYPE I ALUMINUM EXTRUSION
TYPE II PLYWOOD
TYPE III ALUMINUM SHEET

ROUNDING OF CORNERS IS NOT REQUIRED FOR TYPE IOR IISIGNS.
VERTICAL JOINTS ARE NOT PERMITTED.
HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE NOT PERMITTED.

POST SIZE REQUIREMENTS TABLE

	POST TYPE		
SIGN AREA (ft^2)	U-CHANNEL STEEL	SQUARE TUBULAR STEEL	WOOD
≤9	1 - 3 lb/ft*	1 - 2" 12 or 14 GA*	N/A
9 ≤ 20	2 - 3 lb/ft	2 - 2" 12 or 14 GA	1 - 4" X 6"*
> 20 ≤ 30	N/A	N/A	2 - 4" X 6"
> 30 ≤ 60	N/A	N/A	2 - 6" X 8"
> 60 ≤ 84	N/A	N/A	3 - 6" X 8"

*SIGNS 4 FEET AND GREATER IN WIDTH REQUIRE 2 POSTS.
SIGNS GREATER THAN 8 FEET IN WIDTH REQUIRE 2 OR 3 WOOD POSTS DEPENDING ON AREA OF SIGN.
A MAXIMUM OF 2 POSTS WITHIN A 7'PATH IS PERMITTED.

NOT TO SCALE

File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH

MDOT Michigan Department of Transportation

PREPARED BY TRAFFIC AND SAFETY SUPPORT AREA

DRAWN BY: CON/ECH

CHECKED BY: AUG

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

PENDING
FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS

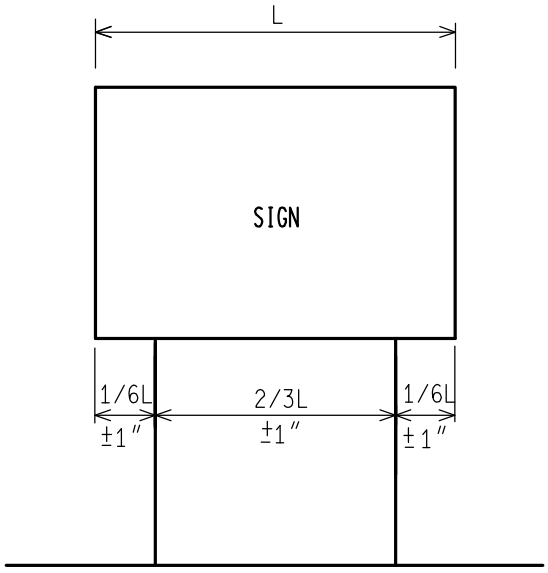
8/2006
PLAN DATE

WZD-100-A

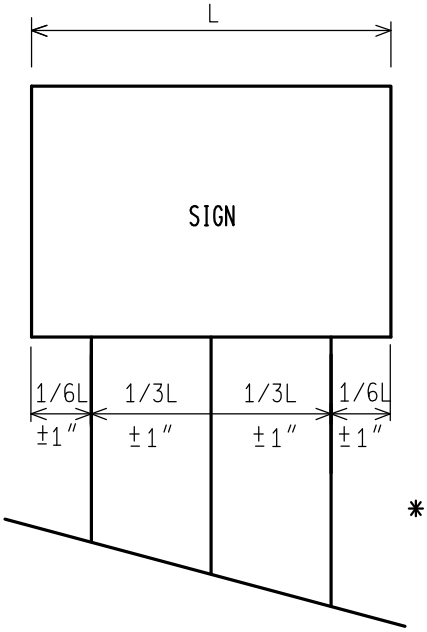
SHEET 1 of11

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

2 POST SIGN SUPPORT SPACING



3 POST SIGN SUPPORT SPACING

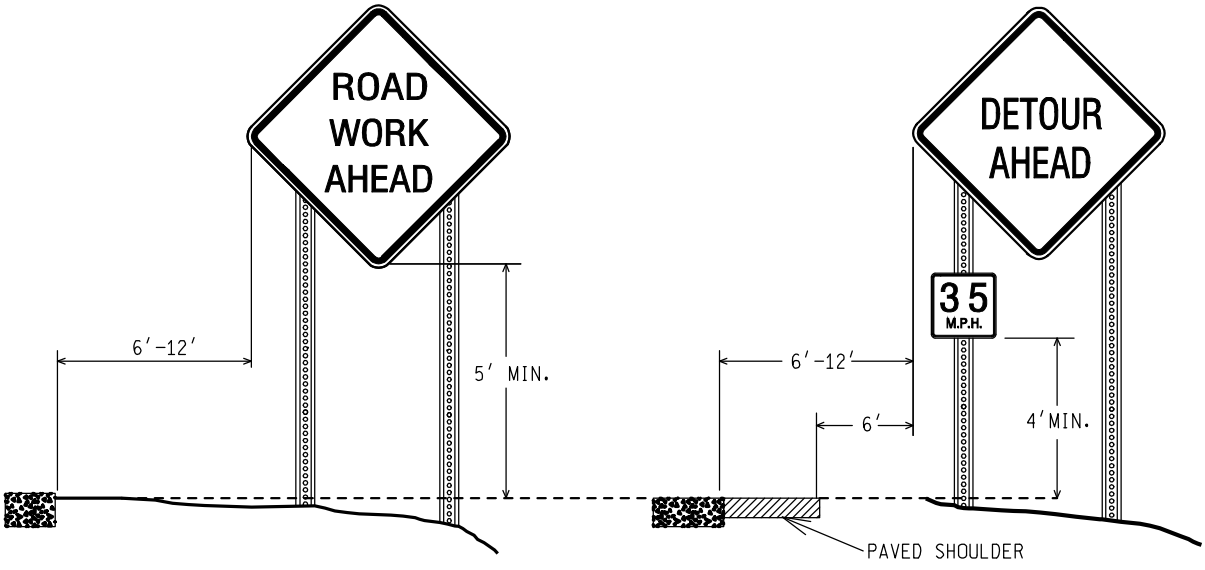


* FOR ALL 11' AND 12' LONG SIGNS ON 3 WOOD SUPPORTS, SPREAD POSTS SO AS TO HAVE A 8' MIN. TO 9' MAX. DISTANCE BETWEEN OUTSIDE POSTS.

NOT TO SCALE

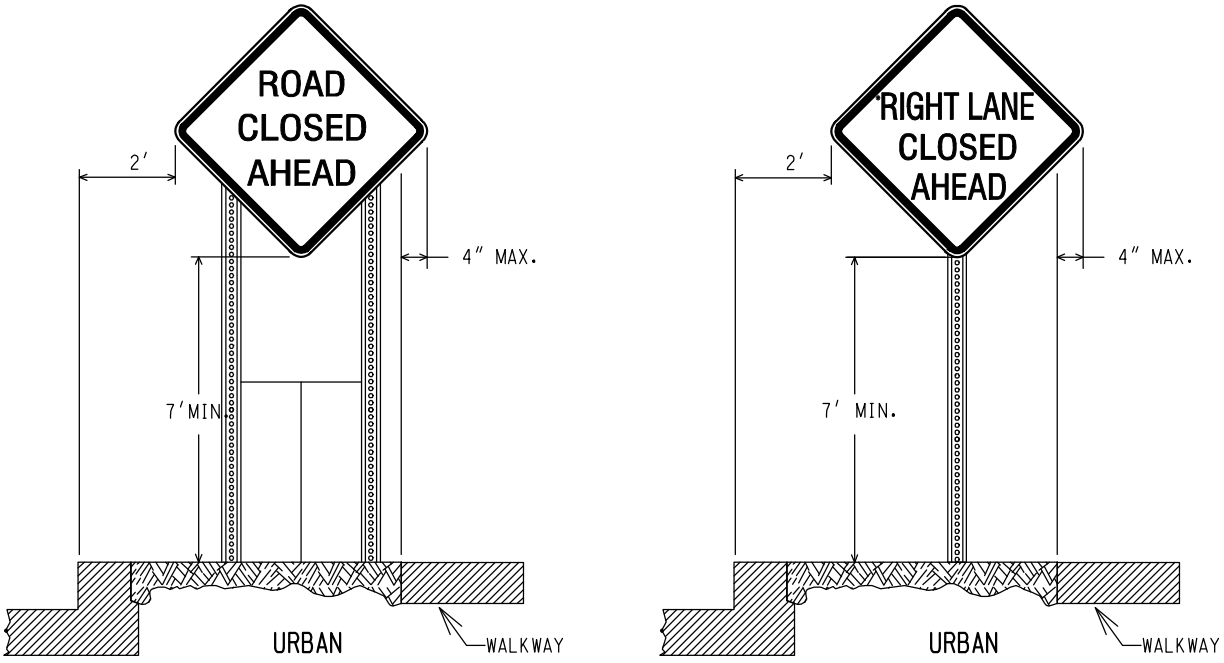
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 2 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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RURAL

RURAL WITH ADVISORY
SPEED PLATE



(CURBED AREAS OR WHERE
WALKWAYS ARE PRESENT)

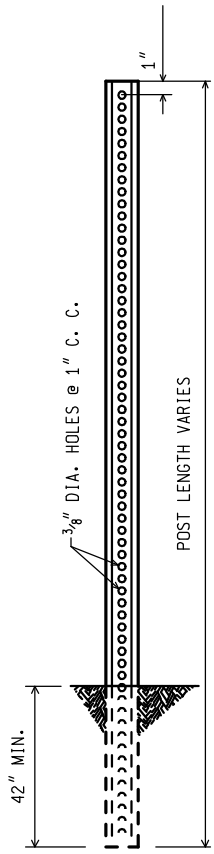
(CURBED AREAS OR WHERE
WALKWAYS ARE PRESENT)

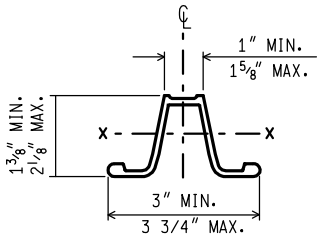
BOTTOM HEIGHT AND OFFSET

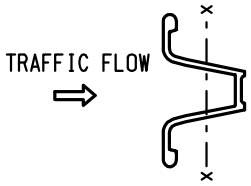
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 3 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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WEIGHT = 3 lbs/ft
SECT. MOD. X.-X. = 0.31 CUBIC INCHES MIN.

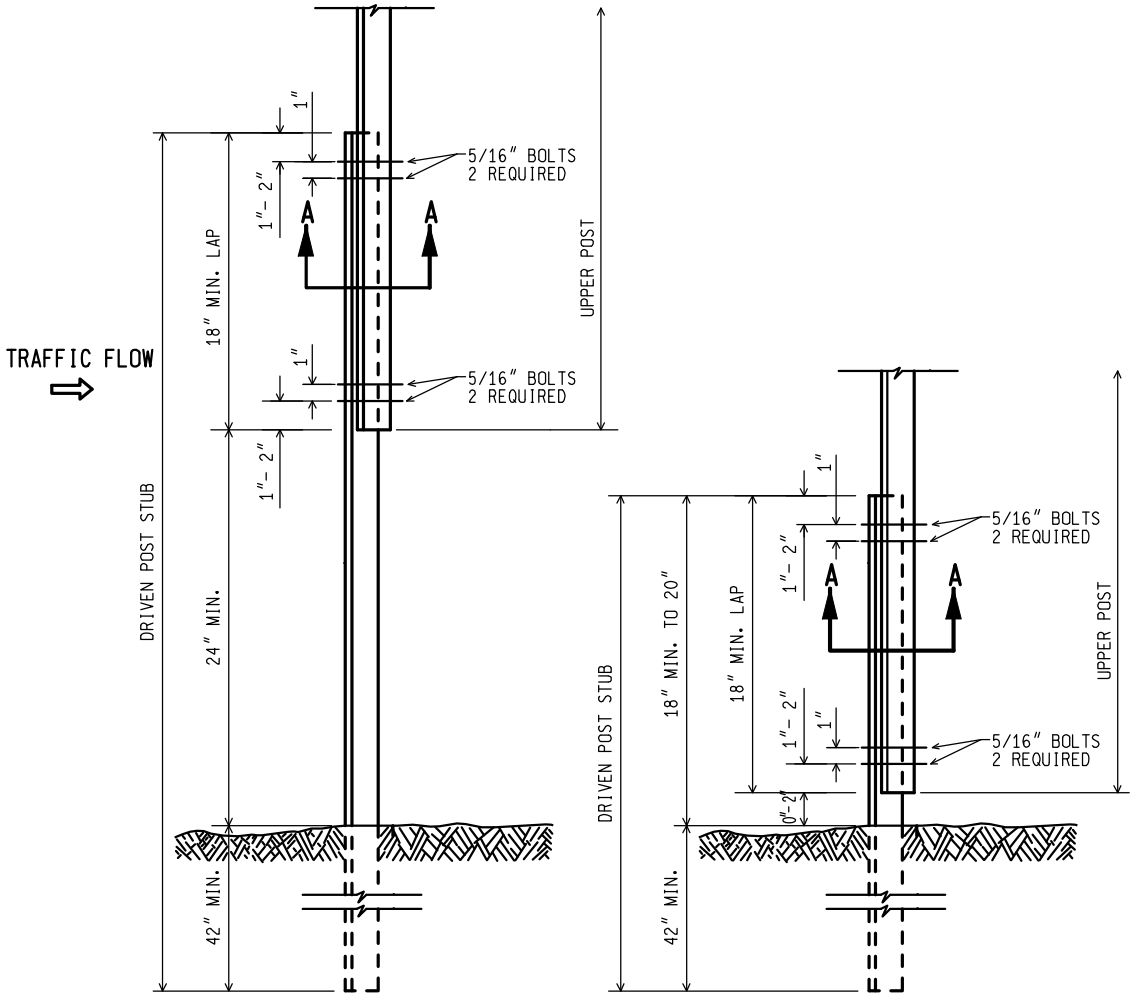
3 lb. U - CHANNEL STEEL POST
(NO SPLICE)

MOUNT SIGN ON OPEN FACE OF
U - CHANNEL STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 4 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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UPPER SPLICE LOWER SPLICE

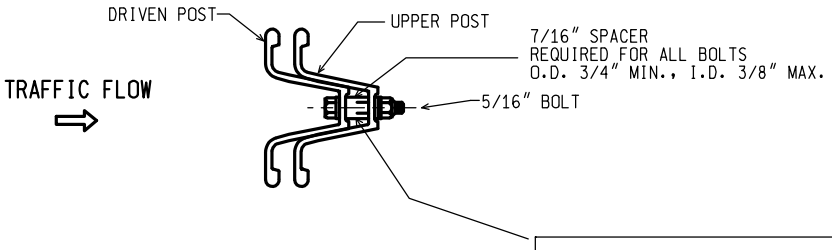
3 lb. U - CHANNEL STEEL POST
(WITH SPLICE)

MOUNT SIGN ON OPEN FACE OF
UPPER U - CHANNEL STEEL POST

NOT TO SCALE

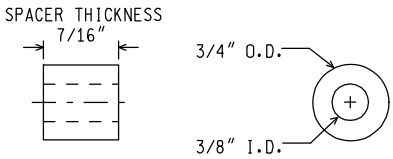
MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 5 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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SECTION A-A

SPACER DETAIL



NOTES:

1. THE SPACER THICKNESS SHALL BE 1/16" LESS THAN THE GAP BETWEEN THE POST WHEN POSITIONED IN THE UNBOLTED CONFIGURATION.

2. THE EXTERIOR BOLT (CLOSEST TO LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN A PREPUNCHED HOLE 1" to 2" FROM THE END OF THE LAP.

3. THE INTERIOR BOLT (FARTHEST FROM LAP), SPACER, WASHER, AND NUT SHALL BE INSTALLED IN THE NEXT PREPUNCHED HOLE.

4. THE DRIVEN POST SHALL ALWAYS BE MOUNTED IN FRONT OF THE UPPER POST WITH RESPECT TO THE ADJACENT ONCOMING TRAFFIC, REGARDLESS OF THE DIRECTION THE SIGN IS FACING.

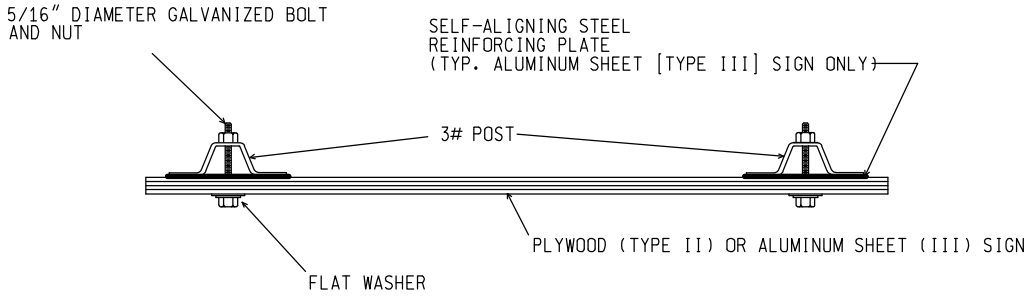
5. THE SPLICE LAP SHALL BE FASTENED BY FOUR-5/16" DIA. GALVANIZED A449 BOLTS (SAE J429 GRADE 5) OR GALVANIZED A325 BOLTS.

3 lb. U - CHANNEL STEEL POST
(WITH SPLICE)

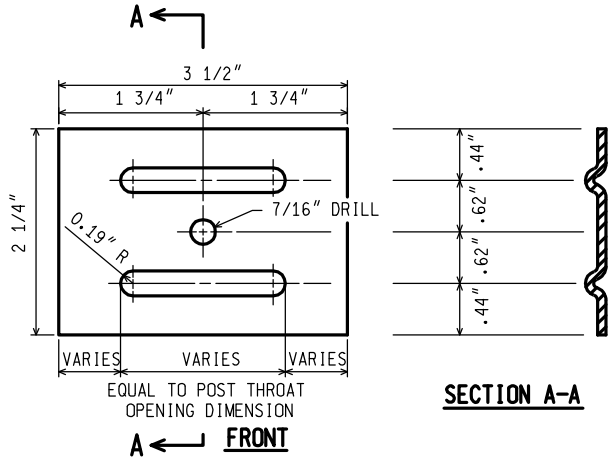
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 6 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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SIGN TO 3 lb. POST CONNECTION



NOTES: (FOR STEEL SIGN REINF' PLATE)

1. MATERIAL: 12 GAUGE CARBON STEEL.
2. TOLERANCE ON ALL DIMENSIONS ± 0.0625"
3. FINISH-AFTER STAMPING AND PUNCHING, GALVANIZE ACCORDING TO CURRENT SPECIFICATIONS FOR ZINC (HOT GALVANIZE) COATINGS ON PRODUCTS FABRICATED FROM PLATES OR STRIPS

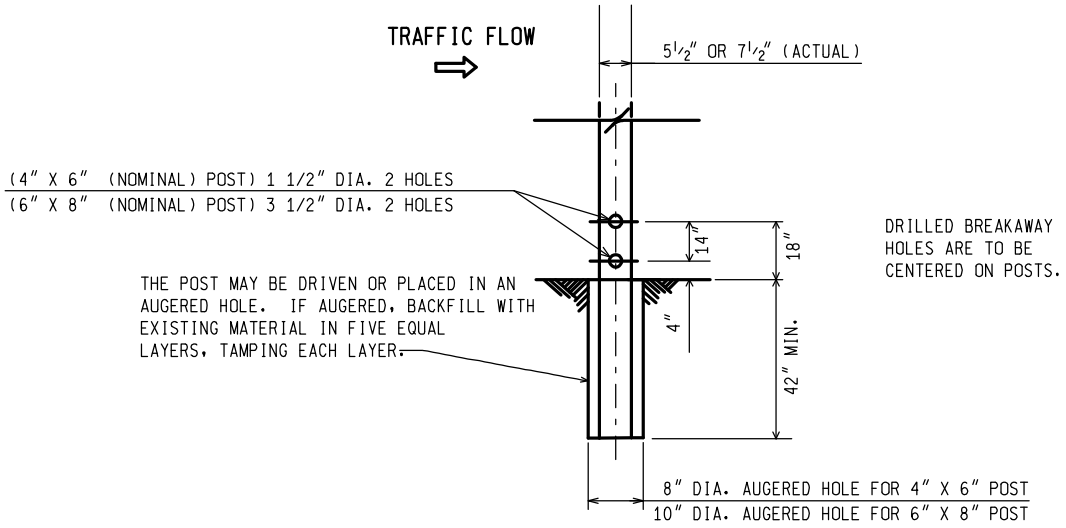
STEEL SIGN REINFORCING PLATE
REQUIRED FOR TYPE III SIGNS ONLY

3 lb. U - CHANNEL STEEL POST SIGN CONNECTION

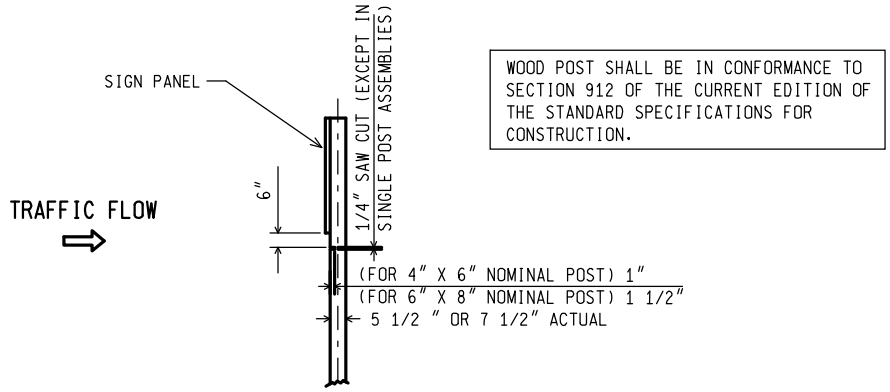
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 7 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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WOOD POST BREAKAWAY HOLES/ DIRECT EMBEDMENT DETAILS



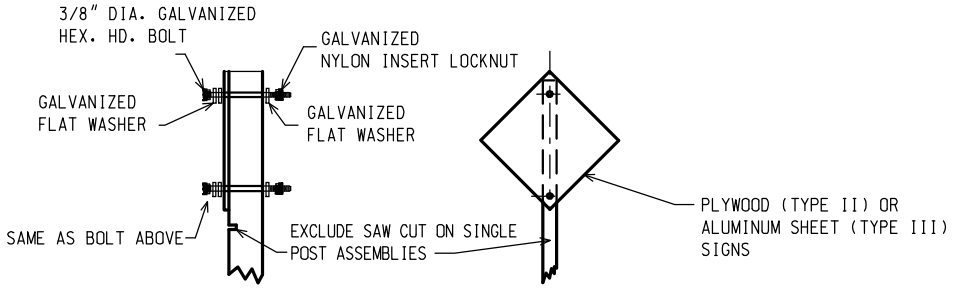
SAW CUT DETAIL (MULTIPLE POST INSTALLATIONS)

WOOD POST DETAILS

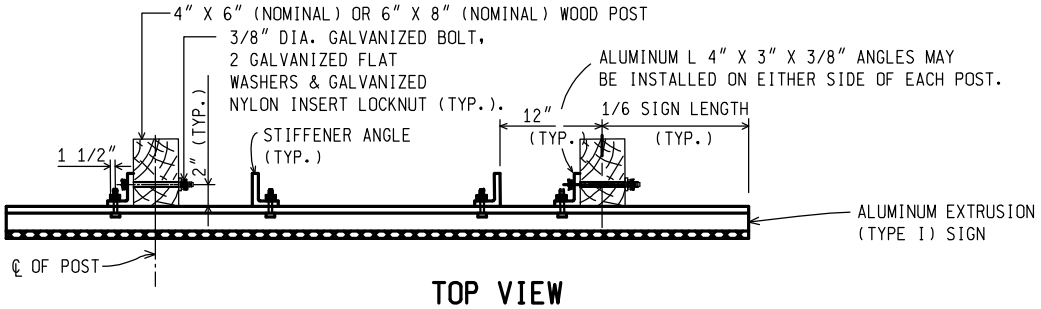
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 8 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

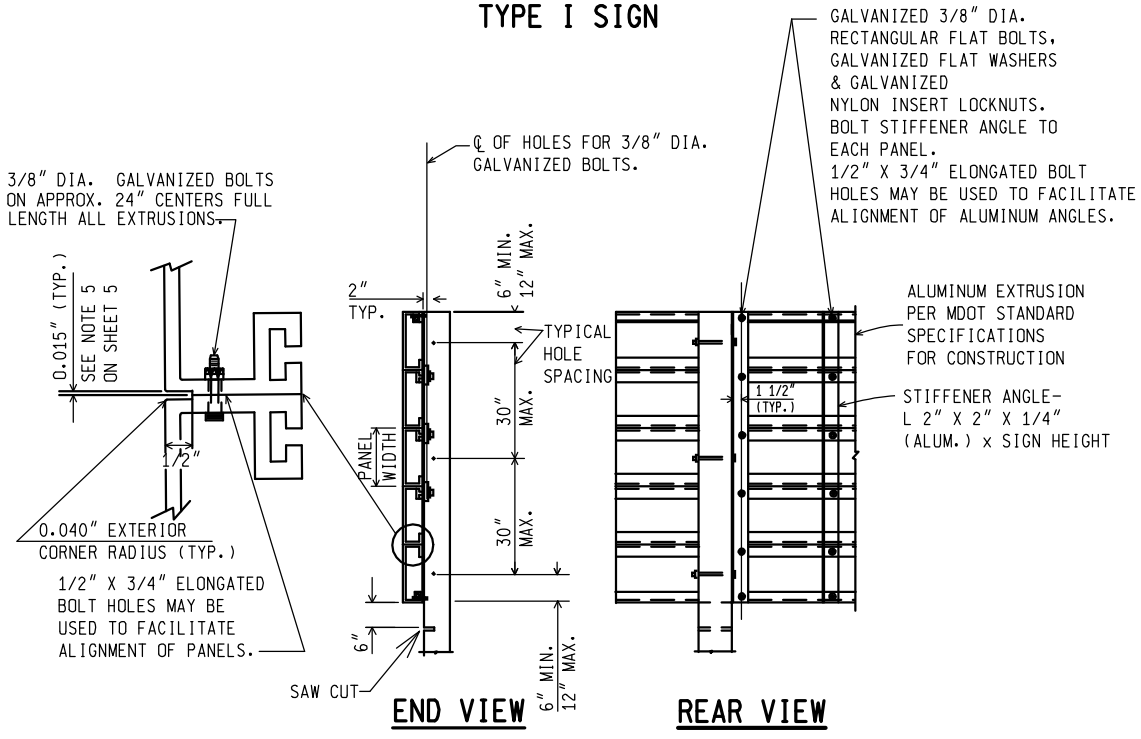
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.



TYPE II AND TYPE III SIGNS



TOP VIEW
TYPE I SIGN



END VIEW
REAR VIEW

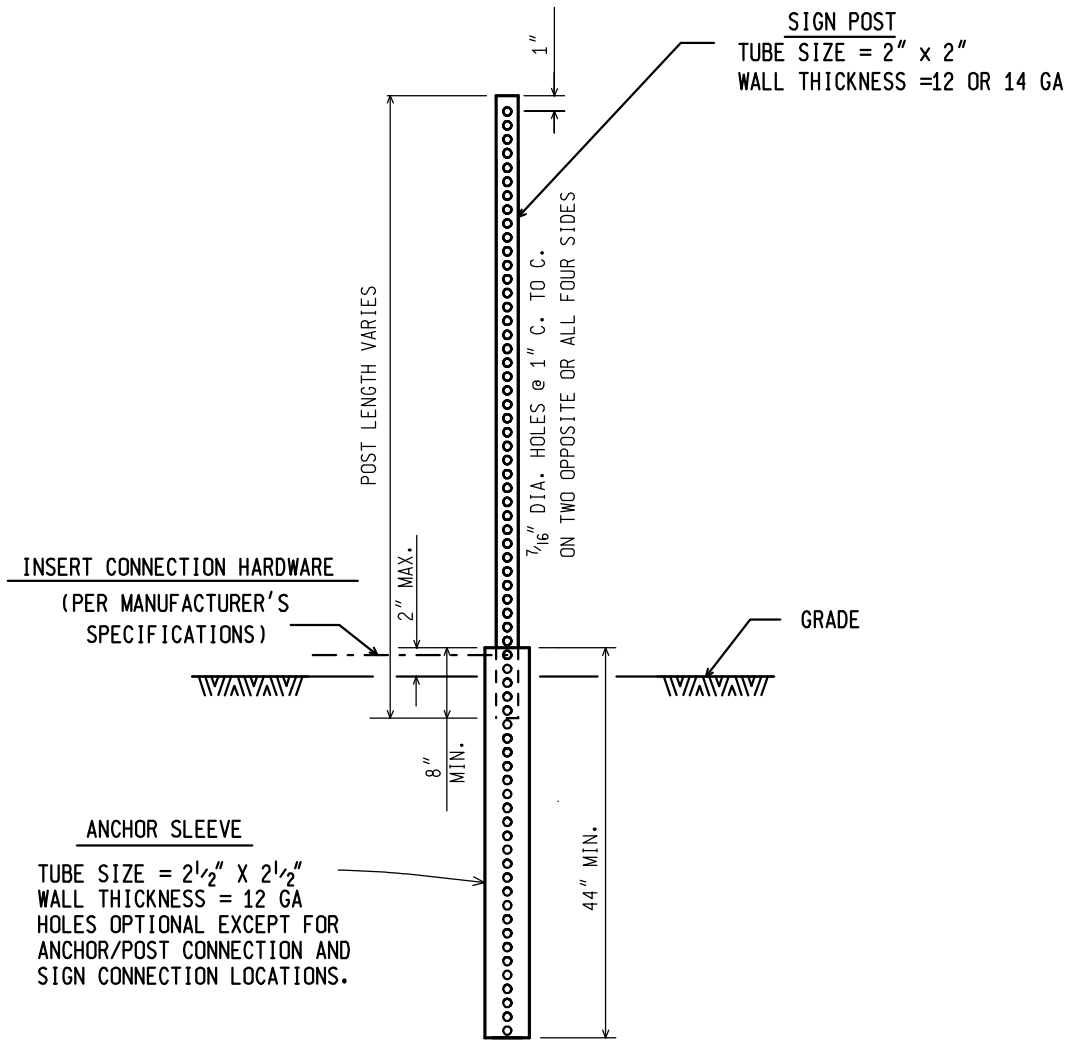
TYPE I SIGN - ERECTION DETAILS

WOOD POST CONNECTIONS

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 9 of11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

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SQUARE TUBULAR STEEL POST

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 10 of 11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

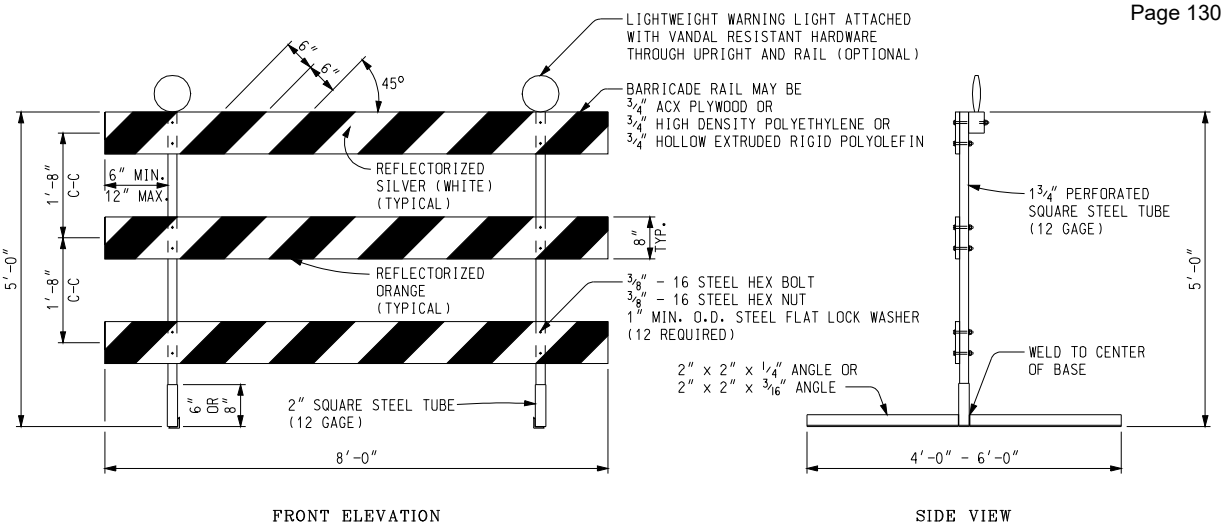
GENERAL NOTES:

1. A MAXIMUM OF TWO POSTS WITHIN A 7 FOOT PATH IS PERMITTED.
2. ALL SIGN POSTS SHALL COMPLY WITH NCHRP 350.
3. ALL POSTS SHALL BE EMBEDDED A MINIMUM OF 42".
4. BRACING OF POST IS NOT PERMITTED.
5. SIGN SHALL BE LEVEL, AND UPRIGHT FOR THE DURATION OF INSTALLATION.
6. ERECT POSTS SO THE SIGN FACE AND SUPPORTS DO NOT VARY FROM PLUMB BY MORE THAN 3/16" IN 3'. PROVIDE A CENTER-TO-CENTER DISTANCE BETWEEN POSTS WITHIN 2 PERCENT OF PLAN DISTANCE.
7. NO MORE THAN ONE SPLICE PER POST, AS SHOWN, WILL BE PERMITTED.
8. POST TYPES SHALL NOT BE MIXED WITHIN A SIGN SUPPORT INSTALLATION.
9. NO VERTICAL JOINTS ARE PERMITTED IN SIGN. NO HORIZONTIAL JOINTS THROUGH SIGN LEGEND OR SYMBOLS ARE PERMITTED IN SIGN
10. REMOVE SIGN POSTS AND/OR POST STUBS IN THEIR ENTIRETY WHEN NO LONGER REQUIRED.
11. ALL LABOR, MATERIALS, AND EQUIPMENT, INCLUDING TEMPORARY SUPPORTS REQUIRED TO INSTALL, MAINTAIN, RELOCATE, COVER, AND/OR REMOVE THE TEMPORARY SIGN, INCLUDING SUPPORTS, ARE CONSIDERED TO BE INCLUDED IN THE COST OF THE TEMPORARY SIGN.
12. SAW CUTS IN WOOD POSTS ARE TO BE PARALLEL TO THE BOTTOM OF THE SIGN.
13. POSTS SHALL NOT EXTEND MORE THAN 4" ABOVE TOP OF SIGN.

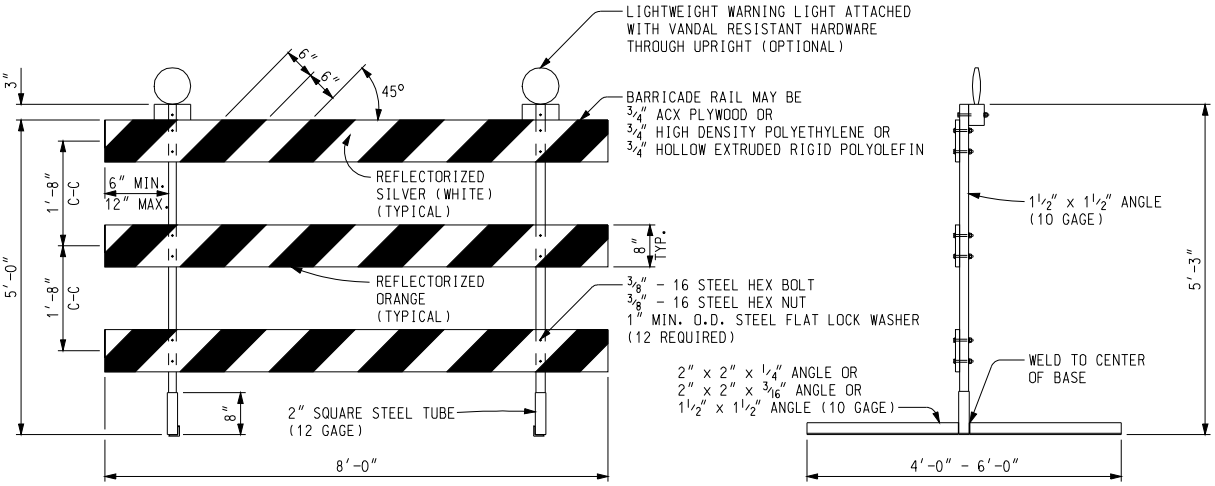
NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	PENDING FHWA APPROVAL DATE	8/2006 PLAN DATE	WZD-100-A	SHEET 11 of 11
File:PW/Doc/RD/T&S/Typ/Dev/Sign MainTraf D/WZD-100-A Rev. 8/21/06 ECH				

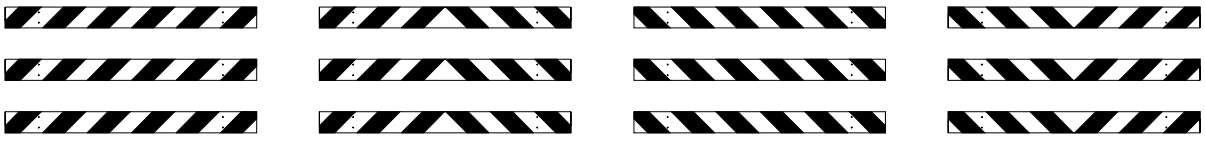
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PERFORATED SQUARE STEEL TUBE OPTION



ANGLE IRON OPTION



BARRICADE RAIL SHEETING OPTIONS
TYPE III BARRICADES

Other Type III Barricades meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

NOT TO SCALE

File: T&S/Typ/Signs/WorkZones/wzd 125 d Rev. 09/22/09 PJ

MDOT Michigan Department of Transportation

PREPARED BY TRAFFIC AND SAFETY

DRAWN BY: ECH

CHECKED BY: MWB

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

(SPECIAL DETAIL)

FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

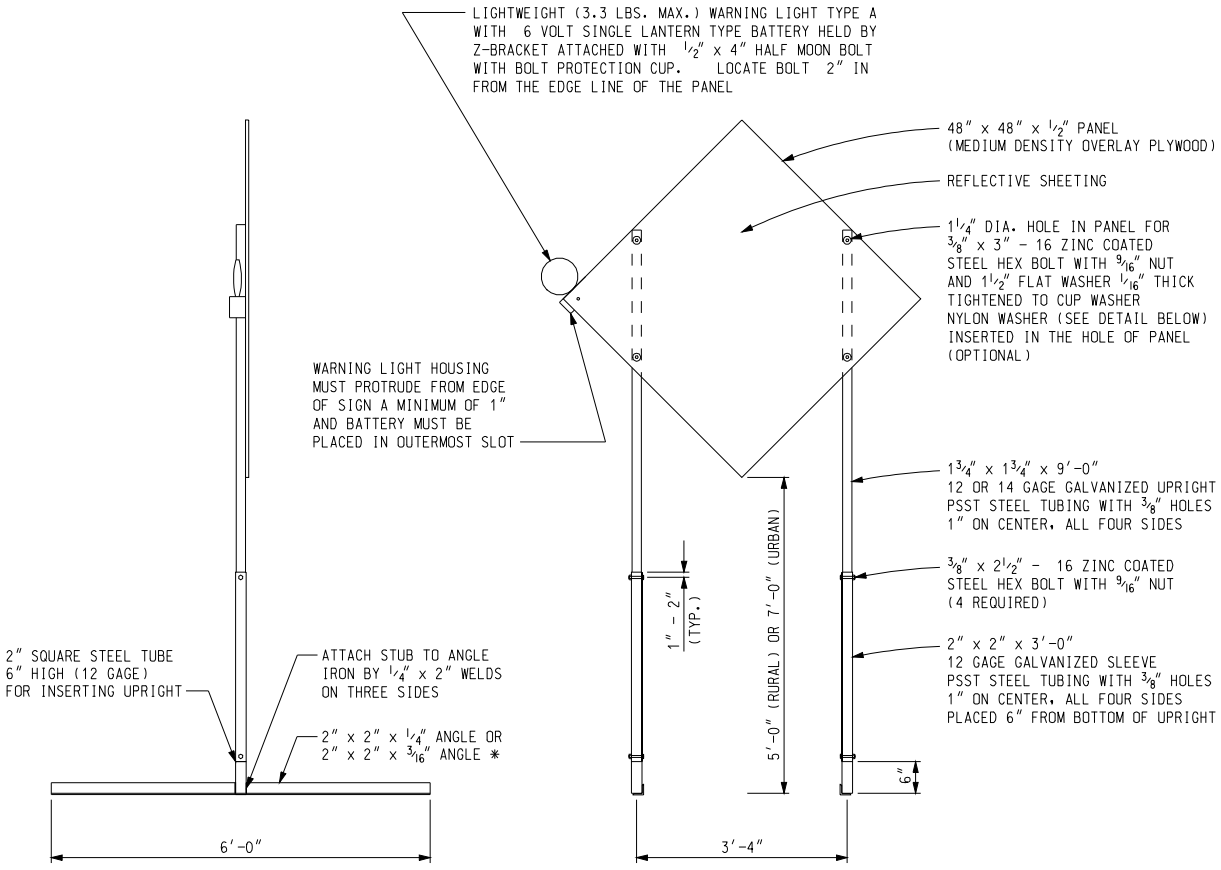
Temporary Traffic Control Devices

9/22/09 PLAN DATE

WZD-125-E

SHEET 1 of 3

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

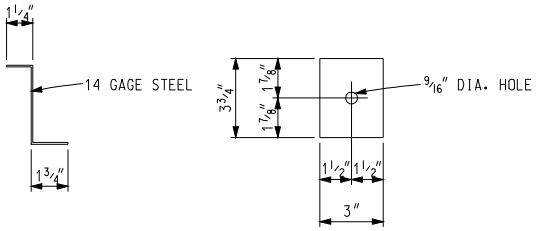


TEMPORARY SIGN SUPPORT

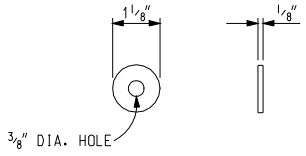
(WARNING LIGHT PLACED ON SIDE CLOSEST TO TRAFFIC)

* SIGN STAND IS BALLASTED WITH FOUR OR MORE 35 LB SANDBAGS. A MINIMUM OF ONE ON EACH END.

UPRIGHTS SHALL NOT EXTEND ABOVE THE SIGN PANEL.



Z-BRACKET DETAIL



OPTIONAL NYLON WASHER

Other temporary sign supports meeting current NCHRP crash worthy criteria can be found on the FHWA Safety website at http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09 PLAN DATE	WZD-125-E	SHEET 2 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ			

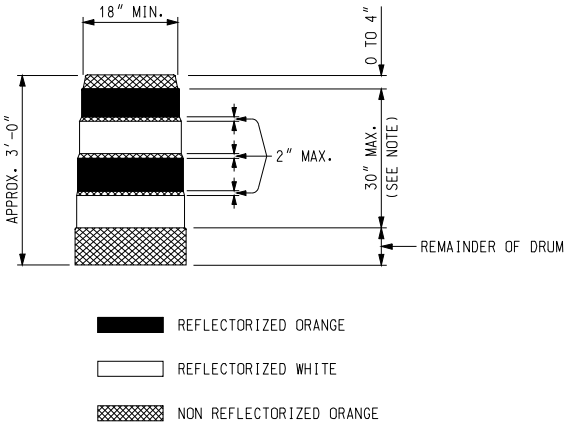
NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

PLASTIC DRUM

PROPOSED TYPE III BARRICADE

EXISTING TYPE III BARRICADE

SYMBOLS TO BE USED ON PLANS



NOTE:
DRUMS SHALL HAVE AT LEAST 4 HORIZONTAL REFLECTORIZED STRIPES (2 ORANGE AND 2 WHITE) OF 6" UNIFORM WIDTH, ALTERNATING IN COLOR WITH THE TOPMOST REFLECTORIZED STRIPE BEING ORANGE. NON REFLECTORIZED SPACES BETWEEN THE HORIZONTAL REFLECTORIZED ORANGE AND WHITE STRIPES SHALL BE ORANGE IN COLOR AND EQUAL IN WIDTH.

PLASTIC DRUM

NOTES:

2" PERFORATED SQUARE STEEL TUBES MAY BE USED TO FABRICATE THE HORIZONTAL BASE OF THE TYPE III BARICADE.

WARNING LIGHTS SHALL BE PLACED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL OTHER PROVISIONS IN THE CONTRACT WHEN THEY ARE USED ON TYPE III BARRICADES.

SEE ROAD STANDARD PLANS R-113-SERIES FOR TEMPORARY CROSSOVERS FOR DIVIDED ROADWAY, AND R-126-SERIES FOR TYPICAL LOCATION AND SPACING OF PLASTIC DRUMS FOR PLACEMENT OF TEMORARY CONCRETE BARRIER.

SIGNS, BARRICADES, AND PLASTIC DRUMS SHALL BE FACED WITH PRESSURE-SENSITIVE REFLECTIVE SHEETING ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS FOR CONSTRUCTION.

SANDBAGS SHALL BE USED WHEN SUPPLEMENTAL WEIGHTS ARE REQUIRED TO ACHIEVE STABILITY OF THE BARRICADE. THE SANDBAGS SHALL BE PLACED SO THEY WILL NOT COVER OR OBSTRUCT ANY REFLECTIVE PORTION OF THE TRAFFIC CONTROL DEVICE.

NOT TO SCALE

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN	(SPECIAL DETAIL) FHWA APPROVAL DATE	9/22/09 PLAN DATE	WZD-125-E	SHEET 3 of 3
File: T&S/Typ/Signs/WorkZones/wzd 125 d	Rev. 09/22/09 PJ			

NOTE: THE ORIGINAL SIGNED COPY IS KEPT ON FILE AT THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

CITY OF SAGINAW

SPECIAL PROVISION
FOR
TURF ESTABLISHMENT, PERFORMANCE

COS/EP **1 of 5** **January 2022**

Description

Section 816 of the Standard Specifications for Construction is deleted and replaced by this special provision. The Contractor shall be responsible for the performance and quality of turf growth in the areas indicated on the plans and as identified by the Engineer. The Contractor shall comply with all state and federal laws and regulations in completing this work.

The Contractor shall establish a durable, permanent, weed-free, mature, perennial turf. The work consists of fundamental turf work, including but not limited to top soiling, seeding, mulching, erosion control, maintenance, and repair of turf as described herein during the life of the contract.

The Contractor shall choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

The Contractor shall be responsible for a site analysis and its interpretation for their own use to ensure compliance with this specification. The site analysis will take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow deicing practices, and any other characteristics that influence and affect turf establishment.

Section 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor shall be responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events up to and including 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of Section 107.11 remain unchanged.

1. **Contractor Turf Establishment Experience Requirements.** The Contractor shall possess valid Michigan Department of Agriculture commercial pesticide applicator's certificate for right-of-way category.

   All herbicide applications shall be made by a commercial applicator licensed in the State of Michigan. All individuals applying pesticides shall possess a valid Michigan Department of Agriculture commercial pesticide applicator's certificate for the appropriate category. All application procedures and materials shall meet all federal, state and local regulations.

   At least 10 days prior to start of turf establishment, the Contractor performing the turf establishment work shall provide the Engineer with documentation that they will meet one or both of the following requirements.

   A. At least one person employed by the Contractor and assigned to the job site shall have a degree or certificate in Turf Management, Horticulture, or related field.

B. At least one person employed by the Contractor and assigned to the job site shall have at least five (5) years of experience in roadside turf establishment.

Materials

The Contractor shall use topsoil, seed, mulch, pesticide, herbicide and/or mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as detailed in the plans, and as indicated in the work plan. The Contractor may use additional materials as necessary to meet the standards set forth for turf establishment in this special provision. The use of any sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

1. **Soil.** The Contractor shall provide furnished or salvaged topsoil which may be blended compost that will provide vigorous growth. It shall be humus bearing and of not less than four inches in depth. It shall be free of stones larger than 1 inch in diameter and other debris. The finished slope shall be trimmed and graded according to subsection 205.03.N of the Standard Specifications for Construction.

2. **Seed.** Use M.D.O.T. turf seeding mixture Turf Urban Freeway (TUF). All species and their cultivars or varieties must be guaranteed hardy for Michigan.

   A. The seed shall be legally saleable in Michigan. The seed product shall not contain more than 10 percent inert materials. The seed source shall be from an MDOT approved certified vendor.

   B. The species and varieties of seed shall be adapted to all site conditions, to the site use, and to the soils, moisture, and local climate. Site use may include but is not limited to detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.

   C. At least two of the species in the mixture proposed to be planted within fifteen (15) feet behind the curb or the shoulder shall be salt tolerant.

3. **Mulch.** Seeded areas shall be mulched with the appropriate materials for the site conditions, shall promote germination and growth of seed and to mitigate soil erosion and sedimentation.

4. **Herbicides.** The Contractor shall comply with all federal, state and local laws as noted in the standard specifications, Section 107. A weed control application will require the Contractor to make proper notifications and/or postings as per label and MDA requirements for all locations that will be sprayed. The Contractor will also notify selected City of Saginaw staff 48 hours prior to any applications being made. The Contractor shall furnish and apply herbicide(s) as needed. It shall be the Contractor's responsibility to select the herbicide(s) and the rate at which it will be used. The work and herbicide(s) shall be approved by the Engineer prior to the application of the material. A spray log will be required to be completed

and submitted to the project office, each day an application is made.

No water shall be drawn from any waterway (i.e. river, ditch, creek, lake etc.) that is located on any state, county or municipal right-of-way, for mixing with herbicides.

5. **Fertilizers.** The Contractor shall furnish and apply fertilizer(s) as needed. It shall be the Contractor's responsibility to select the fertilizer(s) and the rate at which it will be used. The work and fertilizer(s) shall be approved by the Engineer prior to the application of the material.

6. **Water.** The Contractor shall furnish and apply water from an approved source as specified in the work plan at a rate of promote healthy growth.

Construction

The Contractor shall be responsible for all work and any and all construction methods used in completing this work. Any part of MDOT standard specifications or standard plans chosen to be implemented by the Contractor shall not imply responsibility on the part of the City of Saginaw for acceptability of the Contractor's construction methods or for the quality of the Contractor's work outcome at any time.

1. **Inspection of the work.** The Contractor shall be responsible for all inspection of turf establishment work.

   The Contractor shall use a Contractor's Daily Report approved by the Engineer to report inspections made and to document turf establishment work performed on this project. The Contractor's Daily Report shall be completed and submitted to the Engineer when any work performed under this special provision is in progress.

   The Contractor's Daily Report shall be accompanied by all necessary materials documentation including tests slips, certifications, etc.

   The Engineer shall determine the acceptability of these reports in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted in an acceptable and timely fashion.

   The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as soil erosion and sedimentation control, NPDES, etc. These inspections made by the Engineer shall not relieve the Contractor of the inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

2. **Erosion Control.** Erosion shall be controlled at all times according to Section 208 of the standard specifications. Control of soil erosion is the responsibility of the Contractor. However, sedimentation controls shall be placed as indicated on the plans or as directed by the Engineer. The site shall be continuously monitored by the Contractor for needed erosion

repair from any cause as addressed in the contract documents. All eroded areas shall be returned to their original grade as detailed in the contract documents.

If sedimentation occurs in drainage structures or any watercourse or water containment area, corrective action shall be taken immediately and all disturbed areas contributing to this sedimentation shall be restored within 24 hours of erosion occurrence. Sediment deposited as a result of the Contractor's inability to control the soil erosion shall be removed at the Contractor's expense.

The Contractor shall reimburse the City for any costs levied against the City, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this specification and with all federal, state, and local laws.

3. **Erosion Repair.** The Contractor is responsible for all repair and liable for all consequences (legal, monetary, or other) associated with erosion or sedimentation damage to finished or unfinished work.

   All erosion occurrences and the repairs made by the Contractor shall be reported to the Engineer in the format and at the frequency required by the Engineer. Any erosion, displacement, or disturbance to ongoing or completed work by any cause shall be repaired by the Contractor at no additional cost to the contract unless otherwise noted herein.

   The Contractor shall be responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Any eroded area that may affect the support of the roadbed or safety of the public shall be repaired within 24 hours of the erosion occurrence.

   Protection devices such as barriers, directional sign/signals, temporary fence, or any other safety measures shall be placed by the Contractor immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, the Contractor shall, within 24 hours of the occurrence of the damage, provide the Engineer with a written summary of the immediate action taken and describing the repairs made and the safety measures taken.

4. **Final Acceptance**

   A. **Final Acceptance Parameters.** Before final acceptance of the turf establishment work, all of the following minimum parameters shall be met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas. There shall be no exposed bare soil and the turf shall be fully germinated, erosion free, weed free, disease free, dark green in color and in a vigorous growing condition.

      The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer while these inspections are being made. If the Contractor does not agree with the decision made by the Engineer, the Contractor can request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, including the Engineer, the Contractor, and the third party, will be scheduled. All expert fees and

expenses charged by the third party will be paid by the Contractor.

Any and all claims for extra compensation shall be according to subsection 104.09 of the Standard Specifications.

Measurement and Payment

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

Pay Item	Pay Unit
Turf Establishment, Performance	Square Yard

Turf Establishment, Performance shall be paid by square yard. All materials, labor, and equipment required or selected by the Contractor to install, maintain, inspect, repair, and meet the acceptance parameters for turf establishment specified in this special provision, including preparation, updating, and submittal of the Contractor's work plan and Contractor's Daily Reports, will not be paid separately but will be considered included in the contract unit price bid for **Turf Establishment, Performance**.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities as described in subsection 109.07 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed according to this special provision. Upon completion of topsoil surfacing stage, fifty percent of the authorized amount for **Turf Establishment, Performance** will be paid to the Contractor. The remaining authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment, Performance**.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SOURCE OF STEEL AND IRON (BUY AMERICA)

CFS:JJG 1 of 3 APPR:RJC:DBP:01-28-16
FHWA:APPR:01-31-16

Delete subsection 105.10, on page 53 of the 2012 Standard Specifications for Construction, in its entirety and replace with the following:

105.10. Source of Steel and Iron. Provide steel and iron materials and products for permanent incorporation into the work that were produced only in the United States per Title 23 of the Federal Code of Regulations (CFR) Section 635.410, Buy America Requirements.

All steel and iron products and manufacturing processes of the steel and iron material in a product, including but not limited to the following steps; smelting, melting, rolling, extruding, machining, bending, grinding, drilling, welding, galvanizing, and coating, must occur within the United States.

Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

A. Steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, pre-stressing/post-tensioning wire, motor/machinery brakes and other equipment for moveable structures.

B. Guardrail, guardrail posts, end sections, terminals, cable guardrail.

C. Steel fencing material, fence posts.

D. Steel or iron pipe, conduit, grates, manhole covers, risers.

E. Mast arms, poles, standards, trusses, supporting structural members for signs, luminaires, or traffic control systems.

F. Steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

Provide step certification for all steel and iron related pay items, materials, products, and components as specified on the Department website. The Department will maintain a list of these pay items, materials, products, and/or components on the following website.

http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_11367---,00.html

Step certification is defined as the certification by the respective manufacturer or fabricator for their specific process (step) that the product, material, or component was fabricated, manufactured, and/or processed in the United States. The step certification documentation for these pre-defined pay items, materials, products, and/or components is to be submitted to the Engineer in a package covering each step prior to delivery or concurrent with material delivery on-site. Approved certification is required prior to incorporation of the materials into the project.

Buy America certification documentation for products and materials designated as fully compliant with the Buy America requirements on the Qualified Products List (QPL), Approved Manufacturers, and Tested Stock Suppliers Lists will be maintained by the MDOT Construction Field Services (CFS) Division. Buy America certification for these fully compliant items does not need to be submitted by the Contractor, but a bill of lading, product label, or shipping record to document that the products are from the respective source is to be provided to the Engineer. Buy America certification documentation for items that are partially compliant will be required to be submitted prior to delivery or concurrent with material delivery and prior to incorporation, noting the value of foreign steel/iron. The use of the Department maintained Buy America lists and notations does not relieve the Contractor from responsibility of ensuring Buy America compliance. The Contractor is ultimately responsible for Buy America compliance.

The Buy America lists maintained by the Department are solely for the benefit of the Department and may not be relied upon by the Contractor. The Contractor is solely responsible for the Buy America requirements for steel and iron as set forth in the CFR.

The above requirements do not preclude a minimal use of foreign steel and iron, provided the total invoice cost of foreign material permanently incorporated into the project does not exceed 0.1 percent of the total contract amount or $2,500 whichever is greater. The Department defines the total invoice cost as the total value of the foreign steel and iron materials delivered to the project. The Department defines the total contract amount to be the total of the contract unit prices for items of road work and bridge work, any adjustments as provided for in the contract, and any assessment of incentive, disincentive or liquidated damages as provided for in the contract.

MDOT/Consultant fabrication facility inspectors are not responsible for approving the incorporation of foreign steel/iron prior to fabrication. It is the responsibility of the fabricator to notify and coordinate with the Contractor for all potential inclusion of foreign steel/iron in fabricated products.

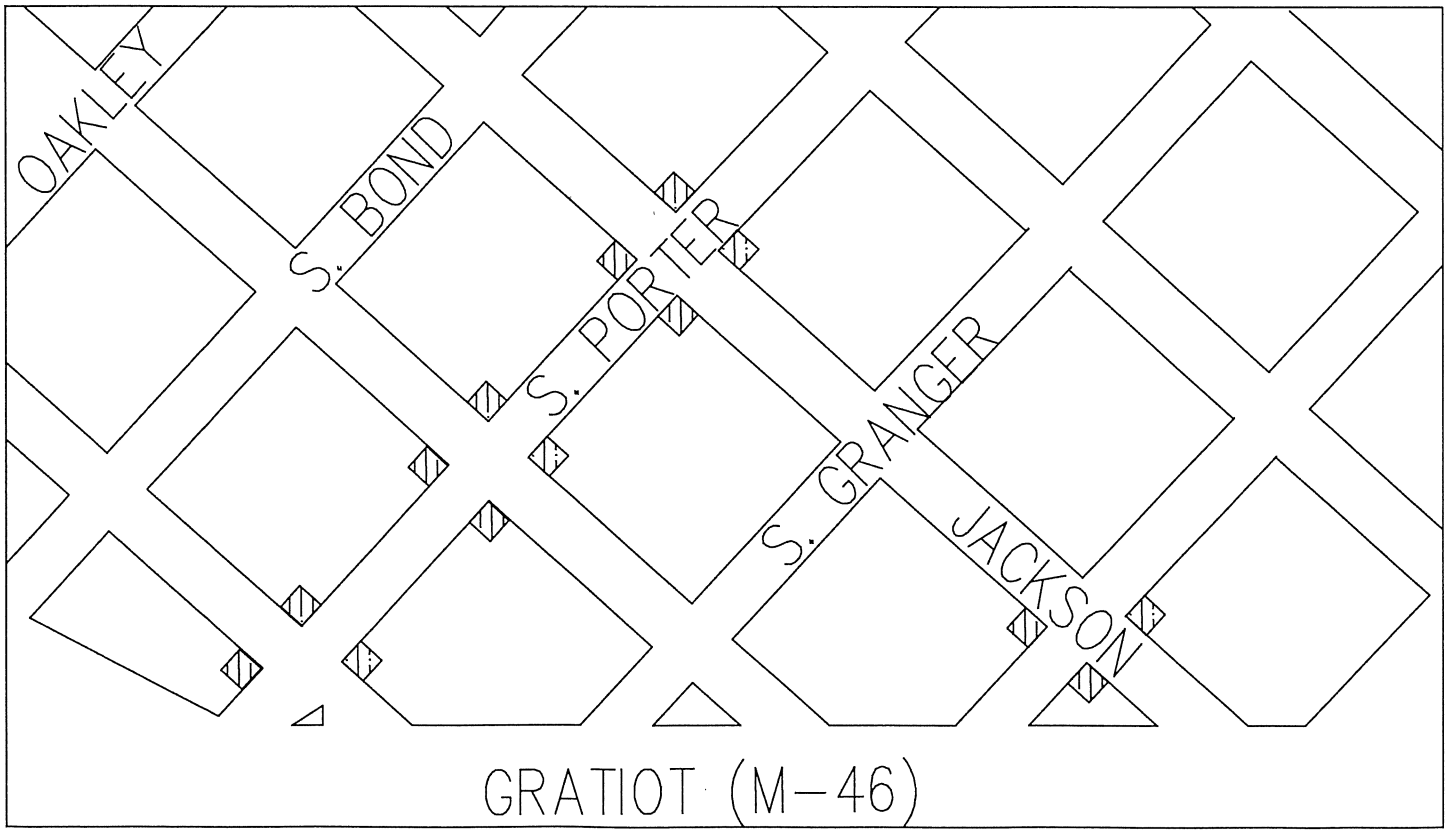
For each item subject to meeting Buy America requirements, that doesn't fully meet Buy America requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. This documentation is to be placed in the project files to ensure that the threshold is not exceeded:

- Pay Item,
- Description of associated foreign steel/iron material, product, or component,
- Cost of associated foreign steel/iron material, product or component, and
- Cumulative list of all non-compliant Buy America items with the total dollar amount.

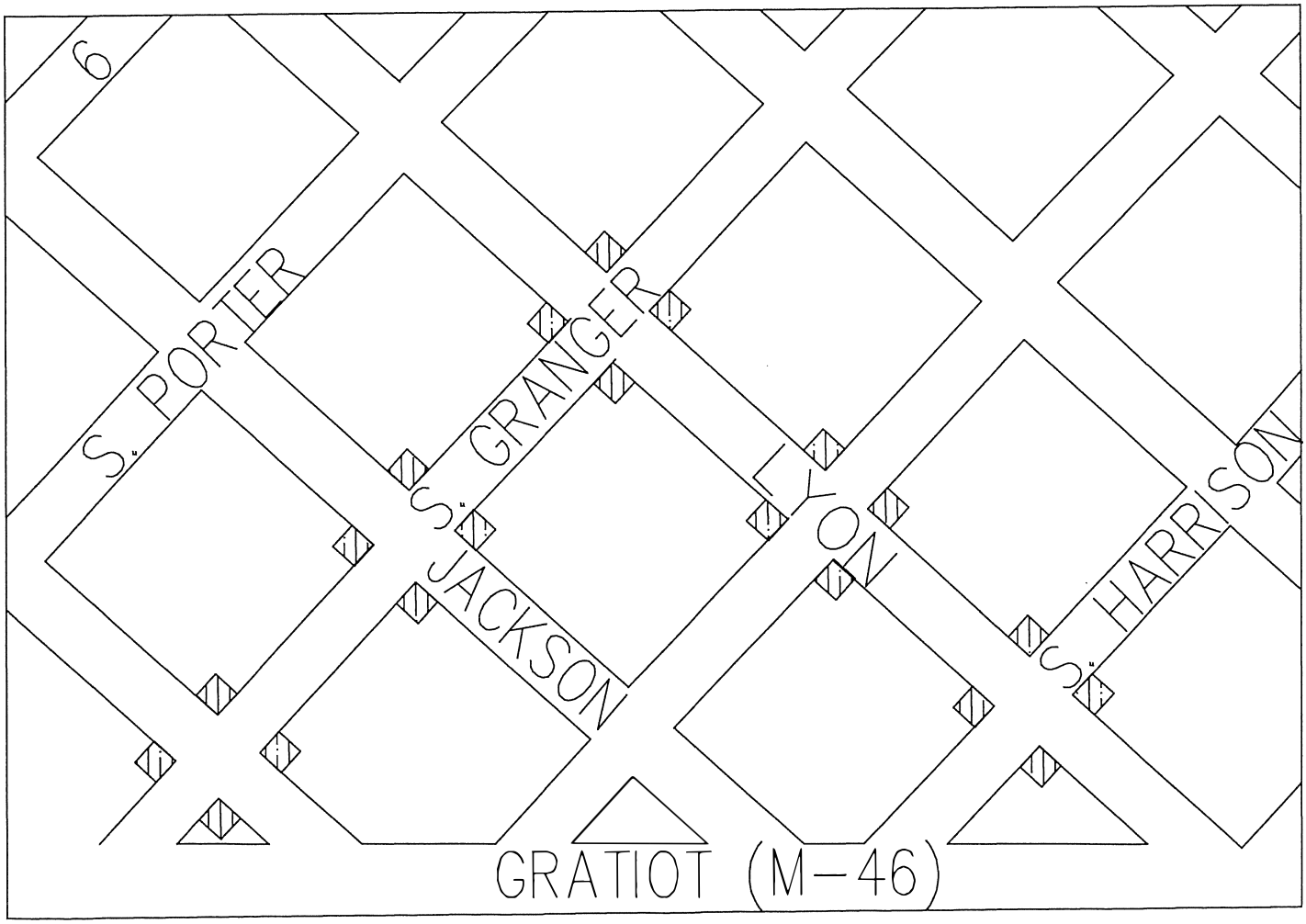
The minimal use of foreign steel/iron under the minimal usage amount will be approved by the Engineer. The use of foreign steel/iron under the minimal usage amount does not

need to be approved by the FHWA. This amount is not considered a waiver to the Buy America requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

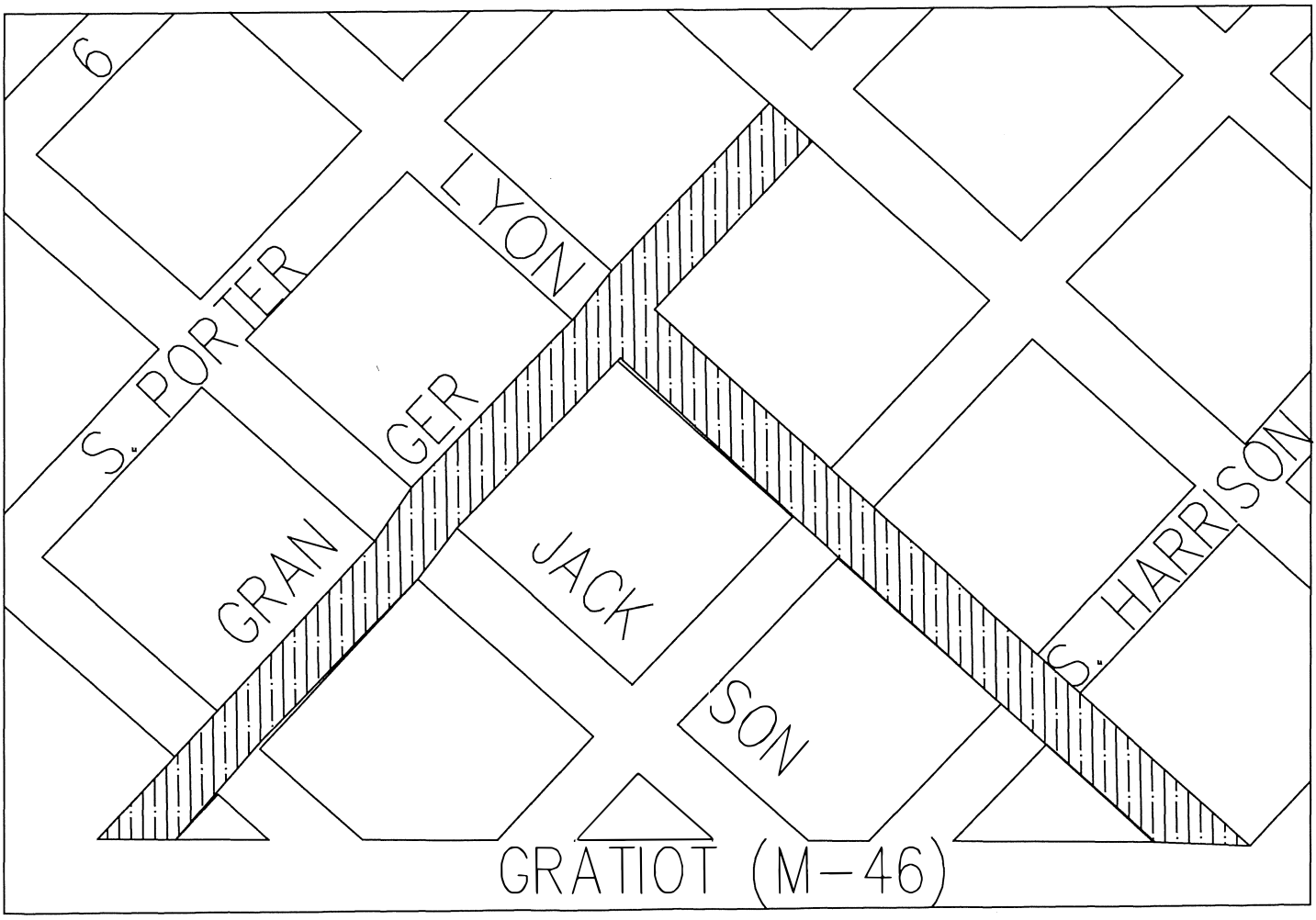
Proposed CDBG ADA Replacemet
FY 2025–2026
S. Porter & Jackson
Proposed 2025 Construction Season



Proposed CDBG ADA Replacemet
FY 2025–2026
S. Grange & Lyon
Proposed 2025 Construction Season



Proposed CDBG Resurfacing
FY 2025–2026
S. Granger & Lyon
Proposed 2025 Construction Season



Council Communication

Item Number: 17.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Purchase Order Increase – Emerson RTB Roof Replacement

Prepared By: John Frollo, Superintendent of Wastewater Treatment

Manager's Recommendation:

Approve to increase purchase order no. 523257 with Thomas Brown and Son Roofing Co. by $7,232, for a new total of $33,128, for the Emerson RTB Roof Replacement for the Water and Wastewater Services Department, Remote Facilities Division.

Justification:

On September 22, 2025, Council approved the contract with Thomas Brown and Son Roofing Co. for the replacement of the leaking membrane roof at the Emerson RTB for $25,896.00. Once the existing membrane was removed, significant damage to the underlying insulation was discovered and requires immediate replacement before the new membrane can be installed.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Sewer Operations and Maintenance Fund, Remote Facilities Division, Repairs and Replacements Account 590-548.00-974.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 18.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Pressure Washer

Prepared By: John Frollo, Superintendent of Wastewater Treatment

Manager's Recommendation:

Approve the purchase with Central Cleaning Systems, a sole source, for $6,175 for a replacement Hotsy Pressure Washer for the Water and Wastewater Treatment Services Department, Remote Facilities Division.

Justification:

On March 2, 2026, the City received a quote from Central Cleaning Systems, the sole authorized Hotsy supplier in our region, for a replacement pressure washer. This high-pressure, high-temperature unit is critical for cleaning a wide range of components and equipment before performing preventative or corrective maintenance. Thorough cleaning not only supports effective repairs but also helps remove wastewater contaminants prior to beginning work, reducing the risk of personnel exposure to harmful viruses and pathogens.

The current pressure washer is over twenty years old and has reached the end of its service life. At this point, replacement is more cost-effective than continued repair, making the acquisition of a new unit both practical and necessary.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Sewer Operations and Maintenance Fund, Remote Facilities Division's, Maintenance Equipment Account No. 590-548.00.978.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 19.

Date: April 13, 2026

From: Timothy Morales, City Manager

Subject: Finished Water Tank Inspection PO Increase

Prepared By: Theodore (Ted) Bomba, Superintendent of Water Treatment

Manager's Recommendation:

Approve to increase purchase order no. 523768 with Nelson Tank Engineering and Consulting, Inc. by $4,200, for a new total of $10,750, for the additional inspection of the northeast filter underwell water tank for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Justification:

The Water Treatment Plant is required by the State of Michigan to have the finished water underground storage tanks drained and inspected. The City received quotes on November 18th and 19th for the West Finished Water Tank. On December 15th, 2025, Council approved the purchase with Nelson Tank E&C, Inc. This increase is for the additional inspection of the tank under the northeast filter bank. The NE underwell tank is being opened and cleaned by City staff for the first time since 1967. This inspection is essential to determine the condition of the tank.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operations and Maintenance Fund, Treatment & Pumping Division's Engineering Services Account No. 591-542.01-802.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

COUNCIL COMMUNICATION CC

From: Tim Morales, City Manager

Subject: Amendment to Zoning Ordinance – Micro Dwelling Unit/Micro Dwelling Unit Development

Prepared by: Christina McEmber, Urban Planner

Manager's Recommendation:

I recommend the introduction of an ordinance to amend §153-2.2 "Definitions," §153-3.1.C(3) "Special Land Uses," §153-3.1.F(2) "Permitted Uses," and by adding new section §153-4.35 titled "Micro Dwelling Unit/Micro Dwelling Unit Development" of Chapter 153, "Zoning Code," of Title XV, "Land Usage," of the City of Saginaw Code of Ordinances, O-204.

Justification:

The City of Saginaw Planning Commission is requesting consideration of an amendment to Chapter 153, "Zoning Code," of Title XV, "Land Usage," by adding a new section titled "Micro Dwelling Unit/Micro Dwelling Unit Development.: The State of Michigan is experiencing a statewide housing crisis, which means Michigan communities are obliged to plan for housing needs.

The proposed amendment language includes a definition, identified permitted uses, and identified building and site design standards. The language was developed using best planning practices.

The Planning Commission held a public hearing for the proposed amendment on March 24, 2026. No comments were received. The Planning Commission approved a motion to recommend the introduction and adoption of the proposed zoning ordinance amendment by the City Council.

Council Action:

This Council Communication is for explanation purposes of the ordinance to be introduced and enacted according to the City Chapter, Section 22, titled "Ordinances."

ORDINANCE INTRODUCTION O-1

Moved by Council Member _____, seconded by Council Member _____ to introduce an Ordinance entitled and reading as follows:

O-_____

AN ORDINANCE TO AMEND §153-2.2 “DEFINITIONS,” §153-3.1.C(3) “SPECIAL LAND USES,” §153-3.1.F(2) “PERMITTED USES,” AND BY ADDING NEW SECTION §153-4.35 TITLED “MICRO DWELLING UNIT/MICRO DWELLING UNIT DEVELOPMENT” OF CHAPTER 153, “ZONING CODE,” OF TITLE XV, “LAND USAGE,” OF THE CITY OF SAGINAW CODE OF ORDINANCES, O-204.

Laid over under the Charter Provision.

Moved by Council Member _____, seconded by Council Member _____ to adopt an ordinance introduced April 13, 2026, entitled and reading as follows, be taken up and enacted:

O- _____

AN ORDINANCE TO AMEND §153-2.2 "DEFINITIONS," §153-3.1.C(3) "SPECIAL LAND USES," §153-3.1.F(2) "PERMITTED USES," AND BY ADDING NEW SECTION §153-4.35 TITLED "MICRO DWELLING UNIT/MICRO DWELLING UNIT DEVELOPMENT" OF CHAPTER 153, "ZONING CODE," OF TITLE XV, "LAND USAGE," OF THE CITY OF SAGINAW CODE OF ORDINANCES, O-204.

The City of Saginaw Ordains:

Section 1. An ordinance to amend §153-2.2 "Definitions," §153-3.1.C(3) "Special Land Uses," §153-3.1.F(2) "Permitted Uses," and by adding new section §153-4.35 titled "Micro Dwelling Unit/Micro Dwelling Unit Development" of Chapter 153, "Zoning Code," of Title XV, "Land Usage," of the City of Saginaw Code of Ordinances, O-204.

§153-2.2 – Add Dwelling, Micro Unit (MDU) definition.

Dwelling, Micro Unit (MDU)
A primary dwelling unit that is between 400 square feet and 600 square feet in size, built on an approved permanent, frost-free foundation, meeting current frost line requirements, the State of Michigan's building and sanitary codes, and qualifying for a Certificate of Occupancy. Includes housing types commonly referred to as tiny homes, micro-units, bungalows, cottages, or economy efficient dwellings.

§153-3.1.C(3) – Add Micro Dwelling Unit (MDU)/Micro Dwelling Unit Development to the list of Special Land Uses under R-3, High Density Residential.

§153-3.1.F(3) – Add Micro Dwelling Unit (MDU)/Micro Dwelling Unit Development to the table as a Special Land Use on the ground floor of a primary street and on the ground floor of a secondary street under MU-1, Mixed Use 1.

§153-4.35 Micro Dwelling Unit/Micro Dwelling Unit Development

A. Purpose. Micro Dwelling Units are small dwellings that are designed to respond to changing family needs, smaller household sizes, and increasing housing costs. A Singular Micro Dwelling Unit may be developed on a single subject lot, or in a cluster with other Micro Dwelling Units under single common ownerships or through site condominium. Community buildings serving the MDU community may be permitted on the same lot. Developers are encouraged to build to the highest standards practicable.

B. Micro Dwelling Units are only permitted by Special Land Use in the R-3, High Density Residential and the MU-1, Mixed Use 1 Zoning Districts, or as an approved Planned Unit Development.

C. All Micro Dwelling Units must comply with all pertinent building and fire regulations.

D. All Micro Dwelling Units shall contain a storage area comprising of at least ten percent (10%) of the total area of the dwelling or have a storage area within an accessory structure.

E. Maximum Building Height for all Micro Dwelling Units: 1.5 stories/20 feet

F. All MDUs and additions must be firmly attached to a permanent, frost protected foundation constructed on the site meeting current frost line requirements and in accordance with the Michigan Residential building Code as adopted by the City of Saginaw. Movable structures or structures with wheels are prohibited.

G. Site Design for Micro Dwelling Unit/Micro Dwelling Unit Development.
    1. All building frontages shall be compliant with the applicable setback and setback zone requirements required by the underlying zoning district.

    2. No Micro Dwelling Unit shall be constructed with any building dimension across the front, side, or rear elevation which does not meet or exceed the minimum length of 20 feet. Micro Dwelling Unit Developments arranged in a cottage court design are exempt from this provision.

    3. Building and design standards shall be compliant with the requirements of the underlying zoning district.

H. All MDUs shall be connected to the public sewer and water supply when required by §94.080 through §94.083, or to such private facilities approved by the local health department.

I. All MDUs shall be made of high-quality, natural materials or engineered equivalent, and designed to fit within the traditional neighborhood context of the City of Saginaw. Encouraged design elements include pitched roofs with overhangs, aligned patterns of windows and doors, and defined front entrances.

J. A building permit must be obtained in accordance with the city building code and other building regulations before any construction may commence on any Micro Dwelling Unit.

K. Singular Micro Dwelling Units.

1. Only one (1) singular Micro Dwelling Unit is permitted on a subject lot.
2. To the maximum extent practicable, the floor area of a proposed Singular Micro Dwelling Unit shall be the greater of 400 square feet, or no less than 50 percent (50%) of the average floor area of other single-family dwelling units within 200 feet of the subject lot along both sides of the street of the same block.

3. Residential Compatibility Design Standards: A Singular Micro Dwelling Unit shall be constructed to be generally compatible with other existing dwelling units on the same block face within 200 feet of the subject lot. The regulations apply where at least 50 percent (50%) of the residential lots along both faces of a block contain occupied dwelling units.

    a. This provision may be satisfied by constructing the Singular Micro Dwelling Unit, so at least three (3) of the following features are similar to the majority of the other dwelling units within 200 feet on the block face on both sides of the street:
        i. Roof style and overhang, including but not limited to gable, mansard, hip, A-frame, flat, etc.
        ii. Garage orientation and design, whether attached or detached
        iii. Building massing, including but not limited to a ranch with two-story attached garage, two-story with attached garage, bungalow, etc.
        iv. Front porches, whether present or not
        v. Exterior building material
        vi. Pattern of window and door openings, including but not limited to central door and three windows, offset door and four windows, etc.

L. Micro Dwelling Unit Developments.

1. Micro Dwelling Unit Developments shall consist of a minimum of four (4) micro dwelling units arranged on a single 10,000 square foot lot under single common ownership or through site condominium. Cottage Court style of development is permitted. For each additional 1,500 square feet of lot size, the required minimum number of Micro Dwelling Units shall increase by one (1).

2. No Micro Dwelling Unit shall be located closer than ten (10) feet to any other Micro Dwelling Unit or accessory structure.

3. Building Design. All Micro Dwelling Units shall be architecturally compatible with at least two other structures on the subject lot as determined by the Zoning Administrator.

4. Site Design.
    a. Buildings shall be arranged and clustered to maximize the opportunities for shared circulation, parking, loading/unloading, pedestrian walks, and access to open space. The overall design of the cluster shall be oriented toward the primary street.

    b. Sidewalk access to the front of each unit must be included from the primary street, parking areas, and open space.

Community buildings serving the Micro Dwelling Unit Development may be permitted on the same subject lot.

Section 2. This ordinance shall take effect on May 28, 2026. Enacted: May 18, 2026.

Yeas:
Nays:
Absent:

ORDINANCE DECLARED ADOPTED

_____ _____

Brenda F. Moore
Mayor

Kristine Bolzman, MiPMC/CMC
City Clerk

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the ordinance adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on May 18, 2026 the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

_____

Kristine Bolzman, MiPMC/CMC
City Clerk

ORDINANCE O-1

Moved by Council Member _____, seconded by Council Member _____ to adopt an ordinance introduced March 9, 2026, entitled and reading as follows, be taken up and enacted:

O- _____

AN ORDINANCE TO AMEND THE OFFICIAL CITY MAP TO REZONE LOT 9 W 30 FT OF LOT 10, INC ADJ VACATED ALLEY, BLK 1, S. REMINGTON'S ADDITION; LOT 9, EXC.W.70 FT., BLK.2, S. REMINGTONS ADDITION, ALSO W ½ OF VACATED ADJACENT ALLEY; LOT 10, EXC.W.30 FT., BLK.1,S. REMINGTONS ADDITION; W. 70 FT. OF LOT 9, BLK.2, S. REMINGTONS ADDITION FROM R-1, LOW-DENSITY RESIDENTIAL TO B-1, NEIGHBORHOOD BUSINESS.

The City of Saginaw Ordains:

Section 1. An ordinance to amend the official city map to rezone, LOT 9 W 30 FT OF LOT 10, INC ADJ VACATED ALLEY, BLK 1, S. REMINGTON'S ADDITION; LOT 9, EXC.W.70 FT., BLK.2, S. REMINGTONS ADDITION, ALSO W ½ OF VACATED ADJACENT ALLEY; LOT 10, EXC.W.30 FT., BLK.1,S. REMINGTONS ADDITION; W. 70 FT. OF LOT 9, BLK.2, S. REMINGTONS ADDITION from R-1, Low-Density Residential to B-1, Neighborhood Business.

Section 2. That the official map of the City of Saginaw is hereby amended accordingly. This ordinance shall take effect on April 23, 2026. Enacted: April 13, 2026.

Yeas:
Nays:
Absent:

ORDINANCE DECLARED ADOPTED

_____ _____

Brenda F. Moore
Mayor

Kristine Bolzman, MiPMC/CMC
City Clerk

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the ordinance adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on April 13, 2026 the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

_____
Kristine Bolzman, MiPMC/CMC
City Clerk

COUNCIL COMMUNICATION R-1

From: Timothy Morales, City Manager

Subject: MDOT Cost Agreement 26-5156, Perkins Street Reconstruction

Prepared by: Ronald Rangel, Public Services Department

Manager's Recommendation:

I recommend the approval of Cost Agreement 26-5156 with the Michigan Department of Transportation for the reconstruction of Perkins Street from E. Genesee Avenue to S. 17th Street for the Public Services Department, Engineering Division.

Justification:

Michigan Department of Transportation Cost Agreement 26-5156 fixes the rights and obligations of the parties in agreeing to this Amendment to Contract No. 25-5642, dated February 23, 2026, which provided for the construction and financing of the following road improvements:

> Part A – Federal Participation
> Hot mix asphalt reconstruction and widening for bike lanes, drainage improvements, concrete curb and gutter, curb ramps and sidewalk along Perkins Street from E. Genesee Avenue to S. 17th Street, including tree removal, grading subbase and aggregate base, underdrain, permanent signing and pavement markings; and all together with necessary related work.
>
> Part B – No Federal Participation
> Water main along the limits as described in Part A; and all together with necessary related work.

The Amendment is needed to reduce the amount of Federal Funds and total estimated project cost to match the low bid amount of the project. The new total estimated project cost is $3,553,897. The estimated project cost for Part A is $2,701,002 and is partially funded with Federal Surface Transportation Urban Local (STUL) Funds. Federal STUL Funds shall be applied to the Part A portion of the project cost up to the lesser of (1) $981,143 or (2) 81.85 percent, and Federal Carbon Reduction Program Funds shall be applied to the Part A portion of the project cost up to the lesser of (1) $268,000 or (2) 80 percent, the normal Federal participation ratio for such funds. The balance of the Part A project costs, after deduction of all Federal Funds, shall be paid by the City of Saginaw. In summary, Federal Funds will pay $1,249,143 of the Part A project costs and the City's estimated share of the Part A project costs is $1,451,859.

The estimated project cost for Part B is $852,895. Part B work is not eligible for federal funds and all costs associated with Part B are the responsibility of the City. This work includes all associated water main work included in the project.

Therefore, the City's cost obligation for this project is $2,304,754 of the estimated total project cost of $3,553,897. The City is also responsible for any cost overruns. This project will start in April and is estimated to be completed by September 30, 2026.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Sewer Operations and Maintenance Fund, Surplus Division, Construction Projects Account No. 590-546.02-955.003 $300,000 and the Water Operations and Maintenance Fund, Surplus Division, Construction Projects Account No. 591-546.01-955.003 $500,000, and will be budgeted in the FY 2027 Major Street Fund, Streets Projects Division, Construction Projects Account No. 202-451.00-955.003 $859,504, Sewer Operations and Maintenance Fund, Surplus Division, Construction Projects Account No. 590-546.02-955.003 $292,355, and the Water Operations and Maintenance Fund, Surplus Division, Construction Projects Account No. 591-546.01-955.003 $352,895, upon approval of the FY 2027 budget.

I have approved the cost agreement as to substance and the City Attorney as to form.

Council Action:

This council communication is for informational purposes only of the resolution to be adopted.

RESOLUTION R-1

APPROVING MDOT COST AGREEMENT 26-5156 FOR THE RECONSTRUCTION OF PERKINS STREET FROM E. GENESEE AVENUE TO S. 17TH STREET

Moved by Council Member _____, seconded by Council Member _____ to adopt the following resolution:

WHEREAS: Cost Agreement No. 26-5156 has been submitted by the Michigan Department of Transportation, which requires the City of Saginaw to adopt a resolution for the purpose of fixing the rights and obligations of the parties in agreeing to this Amendment to existing Contract No. 25-5642, which indicated the City's willingness to participate in the cost of hot mix asphalt reconstruction and widening for bike lanes, drainage improvements, concrete curb and gutter, curb ramps and sidewalk along Perkins Street from E. Genesee Avenue to S. 17th Street; and

WHEREAS: Cost Agreement No. 26-5156 has been approved by the City Manager as to substance and the City Attorney as to form; and

WHEREAS: By virtue of their positions, the Mayor and City Manager are authorized to sign the cost agreement contract.

NOW, THEREFORE, BE IT RESOLVED, that the Council for the City of Saginaw does hereby approve Cost Agreement No. 26-5156 submitted by the Michigan Department of Transportation.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on April 13, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

_____
Kristine Bolzman, MiPMC/CMC
City Clerk

DA

AMENDMENT TO CONTRACT 25-5642

Control Section	STUL 73000
Job Number	216281CON
Project	26A0110
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	26-5156

THIS AMENDATORY CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SAGINAW, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to this Amendment to CONTRACT #25-5642.

WITNESSETH:

WHEREAS, the parties to the Amendment have heretofore, by a Contract dated February 23, 2026, hereinafter referred to as "CONTRACT 25-5642" provided for the construction and financing of that which is hereinafter referred to as the "PROJECT" and is described as follows:

PART A – FEDERAL PARTICIPATION
Hot mix asphalt reconstruction and widening for bike lanes, drainage improvements, concrete curb and gutter, curb ramps and sidewalk along Perkins Street from Genesee Avenue to 17th Street, including tree removal, grading, subbase and aggregate base, underdrain, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Watermain along the limits as described in PART A; and all together with necessary related work.

WHEREAS, the DEPARTMENT and the REQUESTING PARTY having appropriate authority desire to amend CONTRACT 25-5642 to provide for the reduction of Federal Funds and the decrease in the estimated PROJECT COST.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

1. Section 5 of CONTRACT 25-5642 is revised to read as follows:

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal government. Federal Surface Transportation (Saginaw) Small MPO Funds in combination with Federal Surface Transportation (Saginaw) Flex Funds and Federal Carbon Reduction Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Carbon Reduction Program Funds shall first be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $268,000 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The current available Federal Carbon Reduction Program Funds for the PART A portion of the PROJECT are established to be $0. Federal Surface Transportation (Saginaw) Flex Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $104,227 or (2) an amount such that 60 percent, the Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. Federal Surface Transportation (Saginaw) Small MPO Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST at the Federal participation ratio equal to 40 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Carbon Reduction Program Funds, for future fiscal years, may be applied to the cost incurred as advance construction for the PART A portion of the PROJECT COST in an amount such that the Federal Funds equal the lesser of: (1) $268,000 or (2) 80 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

2. EXHIBIT I of CONTRACT 25-5642 is superseded by EXHIBIT I REVISED, dated March 20, 2026, attached hereto and made a part hereof. Any references to EXHIBIT I in CONTRACT 25-5642 shall be construed to mean EXHIBIT I REVISED.

3. Except as amended by the provisions herein, all of the provisions, covenants, and obligations of the parties contained in CONTRACT 25-5642 shall remain in full force and effect.

4. The REQUESTING PARTY waives any and all claims it has or may have against the DEPARTMENT which arise out of the need to amend CONTRACT 25-5642.

5. This Amendatory contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF SAGINAW

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

REVIEWED
By Larry Doyle at 9:01 am, 3/27/26

2/4/87 amend.for 3/20/26

March 20, 2026

EXHIBIT I REVISED

CONTROL SECTION	STUL 73000
JOB NUMBER	216281CON
PROJECT	26A0110

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$2,701,002	$852,895	$3,553,897

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$2,701,002	$852,895	$3,553,897
Less Federal Funds (Current Fiscal Year)	$ 981,143	$ 0	$ 981,143
REQUESTING PARTY'S SHARE (Future Fiscal Year)	$1,719,859	$852,895	$2,572,754
Less Federal Funds (Advance Construction) Future Fiscal Year*	$ 268,000	$ 0	$ 268,000
REQUESTING PARTY'S SHARE (Future Fiscal Year)	$1,451,859	$852,895	$2,304,754

* Contingent upon availability of Federal Funds and Federal approval, Federal Carbon Reduction Program Funds, for future fiscal years, may be applied to the cost incurred as advance construction for the PART A portion of the PROJECT COST in an amount such that the Federal Funds equal the lesser of: (1) $268,000 or (2) 80 percent.

DEPOSIT (MIN of Advance Construction Portion PART A - $250,000)	$ 250,000
(NONE REQUIRED - PART B)	$ 0
	$ 250,000

2/4/87 amend.for 3/20/26

RESOLUTION R-2

ADOPTING A FINAL PROJECT PLANNING DOCUMENT AMENDMENT FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

Moved by Council Member _____, seconded by Council Member _____ to adopt the following resolution:

WHEREAS: the City of Saginaw recognizes the need to make improvements to its existing wastewater system projects; and

WHEREAS: the City of Saginaw authorized Fishbeck, Inc. to prepare a Project Planning Document Amendment which recommends wastewater system projects; and

WHEREAS: said Project Planning Document Amendment was presented at a Public Hearing held on April 13, 2026 and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED, that the City Council for the City of Saginaw formally adopts said Project Planning Document Amendment and agrees to implement the wastewater system improvement projects (Selected Alternative).

BE IT FURTHER RESOLVED, that the Director of the Department of Water and Wastewater Treatment Services, a position currently held by Michael Grenier, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Planning Document Amendment as the first step in applying to the State of Michigan for a Clean Water State Revolving Fund Loan to assist in the implementation of the selected alternatives.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on April 13, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

_____
Kristine Bolzman, MiPMC/CMC
City Clerk