



**CITY OF MASON
INGHAM COUNTY, MI**

BID PACKAGE

FOR THE

**2018 MAPLE GROVE CEMETERY
MAUSOLEUM REPAIR
AND OPTIONAL ADDITION OF
FIELDSTONE WALL REPAIR**

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**CITY OF MASON
REQUEST FOR PROPOSALS
2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR
AND OPTIONAL ADDITION OF FIELDSTONE WALL REPAIR**

The City of Mason will receive sealed bids for the “2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR AND OPTIONAL ADDITION OF FIELDSTONE WALL REPAIR.” Bids will be received until 3:00 p.m., Thursday, March 1, 2018 at City Hall, 201 West Ash Street, Mason, Michigan 48854, at which time they will be publicly opened and read.

The project consists of masonry work including stone replacement and tuck point repair. Bids shall be on a lump sum basis.

Bids shall be on the printed forms prepared by the City of Mason. Each bid proposal shall be enclosed in a sealed envelope, addressed to: City of Mason, Attn: City Clerk, at the above City Hall address and clearly marked on the outside of the proposal packet: **“2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR AND OPTIONAL ADDITION OF FIELDSTONE WALL REPAIR.”** Each proposal packet shall be submitted in its entirety with the bid.

Proposal packets for the project may be obtained at the City Clerk’s Office, 201 West Ash Street, Mason, MI 48854 (517-676-9155), or on the City of Mason website: www.mason.mi.us

The City of Mason reserves the right to reject any and all bids, to waive minor technicalities, and to make an award in the best interest of the City.

Sarah Jarvis
Mason City Clerk

**THIS PROPOSAL SHALL NOT BE DETACHED FROM THE
CONTRACT DOCUMENTS WHEN SUBMITTED**

BID PROPOSAL

**2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR
AND OPTIONAL ADDITION OF FIELD STONE WALL REPAIR**

To: City of Mason
Attn: City Clerk
201 W. Ash St.
Mason, MI 48854

Proposal From: _____
(Name of Company, hereinafter called "Bidder")

* a corporation, organized and existing under the laws of the State of Michigan a partnership, or an individual doing business as:

*Insert corporation, partnership, or individual as applicable

Address: _____

City: _____

State: _____ Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

The Bidder, in compliance with your Advertisement for Bids for the construction of the contract entitled, **2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR AND OPTIONAL ADDITION OF FIELD STONE WALL REPAIR**, having examined the drawings, specifications, related documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the soil and other site conditions, availability of materials and supplies, hereby propose to construct the project in accordance with the Contract Documents within the time set forth therein, and at the prices stated

herein. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which the Proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project in accordance with the schedule for completion as outlined in Information for Bidders. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 each consecutive calendar day thereafter as hereinafter provided in the Information for Bidders.

Bidder acknowledges receipt of the following addendum:

N/A

Bidder agrees to perform all the work described in the Contract Documents, for the following price(s):

ITEM	DESCRIPTION	LUMP SUM TOTALS
1.	<p>Item: Repair Mausoleum The work includes supplying all the material, equipment, and labor necessary for stone replacement and tuck-point repair of masonry walls and roof; not including metal roof. *City owns the mold for existing/missing finials and contractor will have access to mold to complete project. Time Frame: Work may begin as soon as weather allows, after receiving written "Notice to Proceed" from the City. Work must be completed on or before June 15, 2018. Location: Maple Grove Cemetery Driveway Entrance: 111 North East St, Mason, MI 48854</p>	
2. (Optional)	<p>Optional Addition Item: Repair Fieldstone Wall The work includes supplying all the material, equipment, and labor necessary for stone replacement and tuck-point repair of masonry walls. *City owns the mold for existing/missing finials and contractor will have access to mold to complete project. Time Frame: Work may begin as soon as weather allows, after receiving written "Notice to Proceed" from the City. Work must be completed on or before June 15, 2018. Location: Maple Grove Cemetery Driveway Entrance: 111 North East St, Mason, MI 48854</p>	
	TOTAL LUMP SUM BASE BID:	

Bidders shall enter lump sum amount for ITEM 1 and ITEM 2. Bidders may refuse to enter a bid for ITEM 2.

The Bidder agrees that the above total Amount of Base Bid, for each Item or total of both Items (corrected for any errors in extensions or additions) shall be the basis for determination of award of this contract along with all other requirements and consideration for award as provided under Basis of Award, Information for Bidders. Bidder further agrees that final contract price will be adjusted up or down to reflect actual units constructed, furnished or placed under this Contract. Engineer and/or Superintendent shall check extensions and addition of all items.

The above prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of THIRTY (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of bid, bidder will execute the formal contract attached within ten (10) days.

IN WITNESS WHEREOF, the Contractor agrees to the foregoing terms this _____ day of _____, 20_____.

Bidder

By: _____

Printed Name: _____

LEGAL STATUS OF BIDDER

The bidder shall fill out the appropriate form and strike out the other two.

_____ A corporation duly organized and doing business under the laws of the State of Michigan for whom _____ bearing the official title of _____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

_____ A partnership, all of the members of which, with addresses, are:

_____	_____
_____	_____
_____	_____

_____ An individual, whose signature is affixed to this proposal.

INFORMATION FOR BIDDERS

1. Description of Work

The work consists of doing everything required to be performed and providing and furnishing all of the labor, power, materials as described in the Specifications and Drawings, necessary tools and equipment, Workman's Compensation and Property Damage and Public Liability Insurance, superintendence and all utility and transportation services required to complete all the work required.

2. Location of Work and Soil Conditions

The work required under this contract is located upon sites owned by the Owner and/or rights-of-way obtained by the Owner.

The bidder shall base his/her bid upon his/her personal information on soils, soil conditions, roadways and working areas, facilities for receiving transporting, handling, storing and placing materials and equipment and shall base his/her bid upon his/her personal knowledge of the environment and physical conditions, which he/she may encounter during construction. This personal knowledge must be obtained by the bidder from his/her own detailed inspection of the proposed construction site.

The Owner shall have no financial or other responsibility for soil conditions which may be encountered by the bidder and/or contractor because of physical or environmental conditions or circumstances.

3. Owner

The word "Owner" as used in the Specifications and Contract Documents shall refer to the **CITY OF MASON**, Ingham County, Michigan.

4. Basis of Proposals

Proposals are solicited for the construction of the work as shown on the Drawings and/or as described in the Specifications at prices as listed on the Proposal blanks. The quantities given are to be regarded as approximate only and as being given for the general guidance of the bidders and as a basis upon which the different proposals will be compared. In comparing proposals, the total Base Bid Price will be used as the basis of award. Bid prices will be corrected for errors in extensions or additions.

5. Form of Proposals

All proposals must be submitted on the form prepared for that purpose, which are titled "Bid Proposal". Each Bid Proposal, included with the Contract Documents, shall be enclosed in a sealed envelope, addressed to: **CITY OF MASON, Attn: City Clerk, 201 W. Ash Street, Mason, MI 48854** and clearly marked on the outside of the proposal packet: **(2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR AND OPTIONAL ADDITION OF FIELDSTONE WALL REPAIR)**

6. References

Each bidder must submit with his/her "BID PROPOSAL" a list of references that the CITY OF MASON may contact regarding the work to be done.

7. Interpretation of Contract Documents

If any individual, corporation or partnership contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Drawings, Specifications, or other parts of the documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made by an addendum issued by the Engineer. A copy of such addendum will be mailed or delivered to each person receiving a set of the documents and to such other prospective bidders as have requested that they be furnished with a copy of each Addendum.

8. Withdrawal of Bids

Any bidder may withdraw his bid prior to the scheduled time for receipt of bids. No bidder may withdraw his bid for a period of THIRTY (30) days from the date of bid opening.

9. Basis of Award

The contract for this construction shall be awarded to the lowest responsive, responsible bidder. The lowest bid shall be determined on the basis of the lowest bid for the total of all sections of the bid proposal.

The procedure for Bid Award shall be as follows:

- (1) Open Sealed Bids
- (2) Owner reviews Bid Proposals.
- (3) Decision by Owner.

Prior to final award of the contract, the Bidder shall be required to furnish evidence satisfactory to the Owner that the Bidder has the facilities, equipment, ability and pecuniary resources to fulfill the conditions of the contract.

10. Right to Reject and Waive Defects

The Owner shall have the right to determine if bids are responsive and responsible, and to waive minor defects or irregularities in any Proposal, if it appears in the interest of the Owner to do so. Bids which contain stipulations shall not be considered.

11. Bid Proposal

The Bidder is cautioned that each item contained in the Bid Proposal and supplemental documents

must be properly completed for the bid to be considered.

THE BIDDER SHALL COMPLETE THE FOLLOWING:

- (1) Bid Proposal which includes legal status of bidder
- (2) Bid Proposal Section must remain in Contract Book when bidding

The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the Bid Proposal. A corporation bidder must name the state in which its articles of incorporation are held and must give the title of the official having authority to sign contracts. A partnership bidder must give the full name and post-office address of all partners. (See Bid Proposal).

The official address of each Bidder must be provided in the Bid Proposal. All proposals shall be in full conformity with all conditions set forth in the Information to Bidders, Contract, Specifications and Drawings.

12. Owner Right to Reduce Scope of Work

If the apparent lowest, responsive, responsible bidder exceeds the funds available to the Owner for the project, the Owner shall then have the right to reduce the scope of the work, delete items in the Bid Proposal or reject all bids.

Changes in project scope as-bid shall be by Change Order No. 1 which shall be agreed to by the Owner and the Contractor and which shall be signed at the same time as the Contract.

13. Time for Consideration of Proposals

The Owner shall have THIRTY (30) days to consider the award of the Contract. If no contract is awarded within THIRTY (30) days from the date of bid opening, all bids and proposals shall be considered as automatically rejected.

14. Execution of Contract

The Bidder to whom the contract is awarded will be required to execute the Contract within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Contract. In case of failure of the BIDDER to execute the Contract, the OWNER may consider the BIDDER in default.

The OWNER within fifteen (15) days of receipt of Contract signed by the party to whom the Contract was awarded shall sign the Contract and return to such party an executed duplicate of the Contract. Should the OWNER not execute the Contract within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within fifteen (15) days of the execution of the

Contract by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fifteen (15) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party.

15. Contractors Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall provide the following coverages:

- a. Compensation Insurance.--The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation Insurance in accordance with the Worker's Compensation Law of Michigan, for all of his employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide said insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
- b. Public Liability and Property Damage Insurance.--The Contractor shall take out and maintain during the life of the Contract such Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by the Contract, including owned and non-owned automobile insurance, and protect and hold the Owner, **CITY OF MASON**, harmless from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself, or by any Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as provided herein.
- c. Minimum coverage limits for Public Liability Insurance and Owner's Protective Insurance shall be as follows:

General Liability - \$ 1,000,000/\$ 2,000,000 Aggregate
Workers Comp - \$ 100,000/\$ 500,000 Aggregate
Combined Single Limit - \$ 2,000,000

Document must state The City of Mason, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers shall be additionally insured.

- d. The surety & insurance companies providing all coverages on this Project shall have and maintain during the term of this contract a minimum A.M. Best (Best's Key Rating Guide) rating classification of AA.

16. Licenses and Permits

Prior to commencing any work, the successful bidder shall obtain and furnish the CITY OF MASON copies of all necessary approvals and permits, including, but not limited to, approvals and permits for equipment and the land disposal operation required by all governmental units and regulatory agencies.

17. Assignments

The successful bidder shall not assign, transfer, convey or otherwise dispose of the Agreement or his/her right to execute it or his/her right, title, or interest to it or any part thereof, or assign any of the monies due or to become due under the Agreement, without the prior written consent of the CITY OF MASON.

18. Time of Starting and Completion

The work to be done is to be started by the Contractor at the site, as early as **March 15, 2018**, weather permitting after receipt of written "Notice to Proceed", unless the Owner shall, in writing authorize a further delay, and the work shall be prosecuted diligently thereafter and shall be completed as stated in Information for Bidders unless the time shall be extended by the Owner under the provisions of the Contract.

19. Definition of Notice

Where in any of the Contract Documents there is any provision to the giving of any notice, such notice shall be deemed to have been given:

- (1) As to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in the mails addressed to the chief executive officer of the Owner at the place where the bids for the Contract were opened;
- (2) As to the Contractor, when a written notice shall have been delivered to the chief representative of the Contractor at the site of the work or by mailing such notice to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business.

20. Payments to Contractor

Final payment to the contractor shall not be made until final acceptance of all work under this Contract. Final acceptance shall mean acceptance and approval by the Owner of the entire work under this Contract and approval of all records and other written data required in the Contract Documents.

21. Cancellation Clause

The CITY OF MASON shall have the right to terminate the Agreement upon SIXTY (60) days

written notice. The CITY OF MASON shall have the right to terminate the Agreement immediately if the successful bidder fails to comply with all applicable Federal, State and Local regulations or for non-performance which may endanger the public health, safety or welfare.

22. Safety

The successful bidder shall comply with all Federal, State and Local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions on his/her own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the Agreement.

23. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the various items of construction on or before June 15, 2018 and in accordance with any intermediate completion dates as outlined and described in the Schedule of Construction in the Special Conditions of the Specifications. It is an important part of this Contract that the various sections of the work be completed on a planned time schedule and the Contractor shall adhere to the requirements of the Schedule for Construction unless the schedule is changed by the Superintendent in writing.

The Contractor agrees to pay as liquidated damages the sum as listed in the Bid Proposal, for each successive calendar day that the Contractor or any Subcontractor shall be in default beyond the date of completion or beyond any intermediate date required in the Schedule of Construction.

24. Elliott-Larsen Civil Rights Act

Neither the Contractor nor any of its subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status, and Contractor agrees that all subcontracts will provide language substantially identical to that set forth herein. It is further understood that a breach of this covenant may be regarded as a material breach of this contract.

25. Michigan Handicappers' Civil Rights Act

Incorporated by reference in Section 209 of Article 2 of the Michigan Handicappers Civil Rights Act of 1976, as amended, which states in part that a contractor and his/her subcontractor(s) shall not discriminate against an employee or applicant for employee with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

26. Americans With Disabilities Act

Incorporated by reference in Section 102 of the American With Disabilities Act, 42 U.S.C. Subsection 12112, which provides that no covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual with regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions and privileges of employment, and Section 202 of the Americans With Disabilities Act, 42 U.S.C. Subsection 12132, which provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity or be subject to discrimination by any such entity.

SPECIFICATIONS

2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR AND OPTIONAL ADDITION OF FIELD STONE WALL REPAIR

Item 1. Repair Mausoleum

Mobilization/demobilization, materials, equipment, and labor necessary to restore the entire façade of the mausoleum back to its original state.

- Fieldstone, Limestone, and Sandstone repairs including:
 - Removal of loose and deteriorating mortar,
 - Tuck-pointing,
 - Patching,
 - Sealing cracks,
 - Relay loose/missing stones,
 - Repair/replace and finish capstones,
 - Repair/replace/create and finish finial crowns,
 - The City owns the mold and Contractor will have access to the mold
 - Other fixes, patches, and repairs to achieve like-new aesthetic and structural condition.
- Clean the façade of the building upon completion of repairs.
- Removal of any and all debris as a result of the work.

Work does not include work to be done with the metal roof, however, Contractor must be willing to work with roofing Contractor to properly join and seal metal roof and stone joints.

Item 2. Optional Addition Item: Repair of Fieldstone Wall

Mobilization/demobilization, materials, equipment, and labor necessary to restore the entire fieldstone wall, front and back sides, at the entrance of the cemetery, back to its original state.

- Fieldstone repairs including:
 - Removal of loose and deteriorating mortar,
 - Tuck-pointing,
 - Patching,
 - Sealing cracks,
 - Relay loose/missing stones,
 - Repair/replace and finish capstones,
 - Repair/replace/create and finish finial crowns,
 - The City of Mason owns the mold and Contractor will have access to the mold
 - Other fixes, patches, and repairs to achieve like-new aesthetic and structural condition.
- Clean the façade of the wall upon completion of repairs.
- Removal of any and all debris as a result of the work.

All vines will be removed from the stone wall by the City of Mason. Work does not include work to be done with the metal gate doors, however, Contractor must be willing to work with the City, metal Fabricator and metal Contractor to properly restore the gate doors to the fieldstone wall.

CONTRACT

THIS AGREEMENT, Entered into this _____ day of _____, 20____, by and between _____ of _____, party of the first part and hereinafter called the Contractor, and the **City of Mason**, hereinafter called the Owner, party of the second part.

WITNESSETH, that the said Contractor, for the consideration hereinafter mentioned, has agreed and does hereby agree with the said Owner that he will furnish all labor, power, materials, equipment, supplies, superintendence, Workmen's Compensation, Public Liability, and Property Damage Insurance to do and complete the work for the **2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR AND OPTIONAL ADDITION OF FIELDSTONE WALL REPAIR** for the said Owner and that he will fully complete the same according to the Drawings and Specifications therefore and according to the proposal attached hereto and made a part of this Contract, to which reference is made for a more particular description of the work.

The Contractor agrees, as he has bid, to do said work at the prices bid in his Proposal, which price is understood to cover every contingency, the furnishing of all labor, power, materials, supplies, equipment, superintendence, complete insurance coverage, and the completion of everything connected with the project of said **2018 MAPLE GROVE CEMETERY MAUSOLEUM REPAIR AND OPTIONAL ADDITION OF FIELDSTONE WALL REPAIR.**

The total contract price, based on prices stated in the proposal and approximate quantities stated therein is:

ITEM	DESCRIPTION	LUMP SUM TOTALS
1.	<p>Item: Repair Mausoleum The work includes supplying all the material, equipment, and labor necessary for stone replacement and tuck-point repair of masonry walls and roof; not including metal roof. *City owns the mold for existing/missing finials and contractor will have access to mold to complete project. Time Frame: Work may begin as soon as weather allows, after receiving written "Notice to Proceed" from the City. Work must be completed on or before June 15, 2018. Location: Maple Grove Cemetery Driveway Entrance: 111 North East St, Mason, MI 48854</p>	

2. (Optional)	<p>Optional Addition Item: Repair Fieldstone Wall The work includes supplying all the material, equipment, and labor necessary for stone replacement and tuck-point repair of masonry walls. *City owns the mold for existing/missing finials and contractor will have access to mold to complete project. Time Frame: Work may begin as soon as weather allows, after receiving written "Notice to Proceed" from the City. Work must be completed on or before June 15, 2018. Location: Maple Grove Cemetery Driveway Entrance: 111 North East St, Mason, MI 48854</p>	
	TOTAL LUMP SUM BASE BID:	

It is agreed between the parties, that in case the Contractor shall abandon the work to be done or shall fail to do said work, or any part thereof, according to the terms of this Contract or in case the Owner shall at any time be convinced that the work is unreasonably delayed, or that the conditions of the Contract are being willfully violated, or executed carelessly, or in bad faith, then and in such case, the Owner reserves the right to declare this Contract forfeited and to relet the unfinished portion thereof and such person or persons to whom said work shall have been relet, are hereby authorized to complete said work without hindrance from the Contractor. And the said Contractor shall be liable, in case of the non-performance of this Contract or any part thereof, and he hereby agrees to pay to the said Owner, as damages, all costs, charges and expenses attending such reletting and also such sum or sums as it shall cost to complete said Contract over and above the amounts agreed therefore.

In case of actual or alleged disagreement or discrepancy between the Contract, the Specifications and the Drawings, the language and provisions of the Contract shall take precedence and prevail. Several sections of the Contract Documents are herein listed:

- a) Contract
- b) Notice to Bidders
- c) Bid Proposal
- d) Information for Bidders
- e) Specifications
- f) Notice to Proceed
- g) Notice of Award

All Contract documents herein listed shall be binding by parties' signatory to this Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project in accordance with the schedule for completion as outlined in Information for Bidders, "Liquidated Damages". The Contractor further agrees to pay the sum of liquidated damages, as stated in Bid Proposal, for each consecutive day thereafter as hereinafter provided in "Information for Bidders."

The Contractor hereby certifies and agrees that all work and all operations relating to work done under this contract by the Contractor or any subcontractor will be done in accordance with all applicable, current Federal and State laws and regulations and the Occupational Safety and Health Act. The Contractor further certifies that he will provide training and instruction on state and federal safety laws and regulations and on safe working practices to all persons involved with work under this contract.

The Contractor agrees that at his own expense, he shall protect and defend the Owner and agrees to indemnify, and save harmless the Owner for all damage, injuries, deaths, costs and expenses that may be incurred as a result of any activities of the Contractor or his subcontractors on this project.

The Contractor and the Owner mutually agree that the Owner shall have the right to reduce the scope of this work in accordance with the Bid Proposal of these Contract Documents and that such deletion, when made in writing by the Owner shall be by an amount which is in accordance with the Contractor's Bid Proposal.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

City of Mason

Owner

Contractor

By:

By:

Deborah S. Stuart

Printed Name:

Title: City Administrator

Title: