

INVITATION TO BID

ITEM: Bernie Rivers Field Park Renovation-26-01728

BID DEADLINE: Friday September 1, 2017, 10:00 a.m. E.S.T.

PREBID MEETING: N/A, To schedule a site visit, call Negaunee Parks and Recreation at 906-475-7900.

QUESTIONS: Accepted via email to Eric Sheffer, P.E., eric@penchura.com until Friday, August 31, 2017, 2:00 p.m.

PROJECT DEADLINE: September 25, 2017

BID SUMMARY

The City of Negaunee is soliciting competitive bids for the following items regarding the Rivers Field Park renovation project:

1. Installation only of one 24'x28' pre-engineered park shelter with concrete slab floor and access sidewalk.

Further details can be found in the "INSTRUCTION TO BIDDERS" section of this bid document. State and/or Federal funds are being used to assist in this construction and relevant State and/or Federal requirements will apply for this project.

1. SUBMISSION AND RECEIPT OF BID

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. NO LATE BIDS WILL BE ACCEPTED. The City of Negaunee reserves the right to postpone the opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the Negaunee City Clerk. All bids shall be labeled "Bernie Rivers Field Park Renovation-26-01728", as well as the aforementioned deadline date/time and the vendor name and address on the outside of the envelope. Bids shall be sealed when submitted. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. If you are submitting a "No Bid", do not follow the above directions but send a letter to the City Clerk indicating a "No Bid. Bids shall be mailed or delivered to City of Negaunee, City Clerk's Office, PO Box 70 Negaunee MI 49866 before the stated deadline. **No faxed or emailed bids will be accepted.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City of Negaunee reserves the right to accept any item in the bid. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City of Negaunee reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. The City of Negaunee promotes "green" technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations.

3. OFFICIAL DOCUMENTS

The City of Negaunee shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Negaunee to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Negaunee to the Authorized Version of the bid, and that Vendor fails to accept the award, the City of Negaunee may pursue costs and expenses to re-bid the item from that Vendor.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by an authorized representative of the city. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the City's Representative. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file in the City Clerk's Office. It shall be the bidder's responsibility to make inquiry as to the changes or

addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the bid will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATES

Bidders are cautioned that any alternate bid, unless requested by the City Clerk, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

8. PRICING

Prices shall be stated in units of quantity specified in the Document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

9. TAXES

TERMS AND CONDITIONS The City of Negaunee & all agencies listed in this request are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> General payment terms are Net 30 days upon receipt of goods (unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.

10. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

11. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

12. AWARD

To be considered your company must specialize in and have provided the services listed herein as indicated in the specification section. Submit one (1) original & Three (3) copies of the bid in one sealed envelope or box. The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bid, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Bidder's intent.

13. WITHDRAWAL OF BID

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

14. DEFAULT CONDITIONS

In case of default by the contractor, the City of Negaunee may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of

the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

16. SAMPLES

Generally, when required, samples will be specifically requested in the Request for Bids. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror request, transportation collect.

17. PATENTS, COPYRIGHTS, ETC.

The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

18. NON-COLLUSION

By signing the bid, the offeror certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.

19. CANCELLATION

Unless otherwise stated in the additional terms and conditions listed in the ITB, any contract entered into as a result of this bid may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating agency may cancel its participation upon 30 days written notice. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

20. DEFAULT AND REMEDIES

Any of the following events shall constitute cause for the City of Negaunee to declare Contractor in default of the contract:

- A. Nonperformance of contractual requirements or
- B. A material breach of any term or condition of this contract.

Please note, The City of Negaunee shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the City of Negaunee may do one or more of the following:

- A. Exercise any remedy provided by law;
- B. Terminate this contract and any related contracts or portions thereof;
- C. Impose liquidated damages; or
- D. Suspend contractor from receiving future bid solicitations.

21. LAWS AND REGULATIONS

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

22. GOVERNING LAW

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the participating entity's State.

23. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Negaunee.

24. NONDISCRIMINATION

The contractor must comply with all requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act) and 1976 PA 220 (Persons with Disabilities Civil Rights Act), as amended. In accordance with these laws, all contracts or subcontracts must contain a covenant: **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, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

A breach of this covenant will be regarded as a material breach of the contract and of your Project Agreement. The offeror further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the agencies to ensure that subcontractors and vendors are bound by this provision.

25. SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

26. FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Negaunee may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

27. BID PREPARATION COSTS

The City of Negaunee is not liable for any costs incurred by the offeror in bid preparation.

28. CONFLICT OF INTEREST

The City of Negaunee Code of Ethics prohibits City officials and employees from using their official position to unreasonably secure, request, or grant any privileges, exemptions, advantages, contracts or preferential treatment for themselves or others, and further, requires the reporting of certain financial or other interests held by themselves or their family members in any organization that does business with the City. Consistent with the principles of the City of Negaunee Code of Ethics, and in accordance with applicable federal regulations, no employee, officer or agent of the City shall be permitted to participate in the selection, the award, or the administration of a contract if the employee, officer or agent of the City, or his or her immediate family

member or members, or his or her business partner or partners, works for, or has any financial or other interest in any company bidding for the contract. In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Negaunee, or others who are or have been within the past year, in a decision making position with the City of Negaunee, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship.

The City will review the relationship for conflict of interest. If a determination is made that the relationship is contrary to Federal Regulations 24 CFR 570.611 your company will be removed from the bid process. Requests for exceptions will be reviewed by the HUD Detroit Field Office in accordance with the standards set forth in 24 CFR 570.611(d). Violation of the City's Code of Ethics as the result of non-disclosure will be reviewed in accordance with Section 5 of the City of Negaunee Code of Ethics and may result in disciplinary action, and/or termination of the subject contract.

29. INDEPENDENT CONTRACTOR

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Negaunee or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Negaunee or participating agencies, except as expressly set forth herein.

30. CITY POLICY ON SMOKING

The bidder, if awarded a contract, agrees to follow the City of Negaunee Smoking Policy which states: "The City of Negaunee is dedicated to providing a healthy, smoke free work place for employees, residents and visitors." To that end; smoking is prohibited in all municipal buildings, in all municipal owned, leased or rented vehicles and within twenty-five (25) feet from any municipal building entrance, outdoor air intakes and operable windows. Smoking is permitted in outside designated smoking areas or in personal vehicles. Smokers are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles.

31. NON-IRAN LINKED BUSINESSES

By signing the bid below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran

linked business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.”

32. INSURANCE

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Negaunee. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Negaunee, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The City of Negaunee as additional insured, coverage afforded is considered to be primary and any other insurance The City of Negaunee may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Negaunee, Central Services Department, 31555 West Eleven Mile Road, Negaunee, MI, 48336.

- F. Proof of Insurance Coverage: The Contractor shall provide The City of Negaunee, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- G. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to The City of Negaunee at least ten (10) days prior to the expiration date

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

101.0 Name, Address, and Legal Status of the Bidder The name and legal status of the bidder, whether corporation, partnership, or individual, shall be stated in the Proposal. A corporation bidder shall give the state in which incorporated, a partnership bidder shall give all the names of the partners. Partnership and individual bidders will be required to state in the Proposal the names of all persons interested therein. The place of residence of each bidder, or the office address in the case of a firm or company, with county and state must be given after his signature. Authorized Corporate Officer of company, with title, to sign in front of two witnesses and have signatures notarized. The Bid Form/Contract Document shall be signed by the Bidder, as follows:

- A. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
- B. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
- C. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law or resolution of the Board of Directors authorizing them to do so must also be submitted with the Bid Form in the Bid envelope.

102.0 Soil Conditions

102.01 The Contractor, as such and as Bidder, shall make his own determination as to soil conditions and shall assume all risk and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the City. This shall apply whether or not borings are shown on the drawings or in the contract documents.

102.02 A small number of borings may have been made and locations thereof are shown on the drawings. These borings have been made by a disinterested drilling contractor and the driller's reports are available in the office of the City, and such report is also appended to these Contract Documents. This information is offered to the bidder as evidence of pavement thickness and ground conditions at only certain locations and the bidder himself shall assume the entire responsibility for any conclusions which he may draw from it. The City does not guarantee, however, the ground encountered during construction will conform with these borings and the bidders should secure such other information as they consider necessary to check and supplement the above data.

103.0 Bond Requirements

103.01 Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% of the bid as a guarantee on the part of the bidder that he will, if called upon to do so, enter into contract in the attached form, to do the work covered by such Proposal and at the price stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within a reasonable time after the accuracy of all the bids have been determined, and the remaining cash, checks or bid bonds will be returned promptly after the City and the accepted bidder have executed the Contract, or if no award has been made within one hundred twenty five (125) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. If said bidder shall neglect or refuse to execute a contract, including all required bonds & insurance documents, within fifteen (15) days after written notice by the Owner, the amount of the bid deposit or bond shall be forfeited to the Owner as liquidated damages for such refusal or neglect.

103.02 Labor & Material Bond

~~The successful bidder shall be required to furnish a Labor and Material Bond in an amount at least equal to 100% of the contract sum as security for payment of all persons performing labor, furnishing materials and equipment rental in connection with this Contract.~~

103.03 Performance Bond

~~The bids shall be accompanied by a letter from a surety company satisfactory to the City stating that the necessary bonds will be furnished by it to the Contractor bidding in the event he is successful. The Bidder shall furnish a surety bond in an amount at least equal to 100% of the contract as security for faithful performance of this Contract.~~

103.04 Maintenance & Guarantee Bond

~~The successful bidder shall be required to furnish a Maintenance and Guarantee Bond, equal to 25% of the contract sum, for a period of two (2) years from the date of approval of Final Estimate, to keep in good order and repair any defect in all the work done under this contract, either by the principal or his subcontractors.~~

104.0 Order of Work

The right to prescribe the order in which the work called for under this Contract is to be done will be retained by the City.

105.0 Sunday and Holiday Work

There shall be no construction, regardless of the noise levels, on Sundays and legal holidays. When it is determined that special circumstances exist, or it is in the best interest of the City, allowances may be made to allow construction only in non-residential areas or where there is a threat to public health, safety or welfare.

Permission must be given in writing and authorized by the City Manager or the Director of Public Services. A copy of the written authorization shall be forwarded to the Police Department. The contractor/builder receiving the authorization shall keep a copy of the authorization at the construction site.

106.0 Liquidated Damages

It is expressly covenanted and agreed that time is and shall be considered of the essence of the contract. In the event that the contractor shall fail to perform the entire work agreed to by or at the times herein mentioned or referred to in the Proposal, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced, the contractor shall pay unto the Owner as and for liquidated damage and not as a penalty, the sum of Two hundred fifty dollars (\$250.00) for each and every calendar day that the contractor shall be in default. Said sum of Two hundred fifty dollars (\$250.00) per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the Owner for reason of such defaults. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract which said sums the Owner shall have the right to deduct from any monies in his hands otherwise due or to become due to the contractor or to sue for and recover compensation for damages for non-performance of this contract at the time stipulated herein and provided.

107.0 Scope of Work

1. Assembly and installation of the 24'x28' pre-engineered shelter per specifications.
2. Concrete column footings as specified.
3. 24'x28'x4" thick concrete slab floor on 6" of compacted sand base
4. 6'x10'x4" sidewalk from existing sidewalk to shelter floor
5. Removal of spoils and restoration of site to pre-existing conditions
6. See page 45 for Bid Specifications

CITY OF NEGAUNEE

PO BOX 70, NEGAUNEE, MICHIGAN 49866

PROPOSAL FOR

PROJECT: NEGAUNEE RIVERS FILED RENOVATION

BIDS WILL BE OPENED AT 10:00 AM, FRIDAY SEPTEMBER 1, 2017 AT THE CITY OF NEGAUNEE CLERK'S OFFICE, NEGAUNEE MICHIGAN 49866. ALL BIDS MUST BE DEPOSITED WITH THE CLERK OF THE CITY OF NEGAUNEE BY 10:00 AM, SEPTEMBER 1, 2017

To the Board of Council Members of the City of Negaunee, The undersigned has examined the plans, specifications and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease. The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials, except as otherwise specified herein, and for the unit prices named in the itemized bid, to complete the work herein described in strict accordance with the plans and in strict conformity with the requirements of the City of Negaunee, and such other special provisions and supplemental specifications as may be a part of this proposal. The undersigned further proposes to do such extra work as may be authorized by the City Council of Negaunee. Prices for which are not included in the itemized bids, compensation shall be made on the basis agreed upon before such extra work is begun. The undersigned enclosed a certified or cashier's check on an open, solvent bank or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount off not less than 5% of the bid, payable to the City Treasurer as a guarantee of good faith. If the undersigned is the successful bidder and fails to enter into a contract or to furnish satisfactory bonds to the City of Negaunee, within 15 days after being furnished with the necessary contract and bond forms, said check shall be forfeited to the City of Negaunee as liquidated damages. It is understood that the check of the three lowest bidders will not be returned until the contract has been executed. The proposal guarantees of all except the three lowest bidders will be returned within a reasonable time after the accuracy of all the bids have been determined.

CHECKLIST FOR BIDDERS

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID

All information required by the terms of the bid documents must be furnished. Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid.

Check as you Read

_____ Is the required bid bond or bid deposit included with your bid?

_____ Where required, have you entered a unit price or lump sum for each bid item?

_____ Are decimals in the unit or lump sum prices in their proper place? Are your figures legible?

_____ Is your bid properly signed?

_____ Have you included one (1) ORIGINAL & three (3) COPIES of all required pages (PAGES 17 thru 21) in the envelope?

_____ Did you check with the City Clerk for any addendums which may have been posted? Addendums may be posted at any time.

BIDDER'S GENERAL QUESTIONNAIRE

Please give the following information regarding your proposal for this bid:

1. Number of years' experience in this work: _____

2. List below or attach a list of the number and types of equipment to be used if awarded this bid: _____

3. List the municipalities that you have contracted with for this type of work during the past three (3) years. _____

4. Name of your bank and other financial references:

5. Comments:

SIGNED: _____

TITLE: _____

NAME AND ADDRESS OF FIRM: (Print or Type)

Zip: _____

Phone No. _____ Date: _____

LEGAL STATUS BIDDER

Fill out the appropriate section and strike out the other two.

Corporation: State in which incorporated: _____

Official title of person signing proposal: _____

Address of signer: _____

Names and Titles of the corporation's officers:

Partnership:

Name and Address of Members

Individual:

Official Name and Address

(The Bidder shall fill out the appropriate form and strike out the other two)

SUBCONTRACTORS

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the bidder to use subcontractor(s) for any of the work called for herein, the bidder shall provide the information required for each subcontractor, below.

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor:

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor:

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor:

CITY OF NEGAUNEE

ITEMIZED BID

Installation only of one 24'x28' pre-engineered park shelter with concrete slab floor and access sidewalk.

TOTAL BID \$ _____

FIRM PRICE GUARANTEE

The price stated in this proposal is guaranteed for a period of no less than 125 days from the date hereon, and if authorized within that period, we agree to complete the work at said price.

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I _____, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Negaunee and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

AUTHORIZATION OF SPECIFICATIONS:

The undersigned herein submits this proposal and agrees to enter into an agreement with the City of Negaunee in accordance with the Contract Documents. In submitting this completed and signed proposal, it is understood that the right is reserved by the City of Negaunee to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Negaunee.

NAME OF BIDDER:

BUSINESS ADDRESS OF BIDDER:

BUSINESS PHONE NO: _____ FAX NO: _____

WEBSITE _____ EMAIL _____

AUTHORIZED SIGNATURE: _____

TITLE OF SIGNER: _____

PRINTED SIGNATURE NAME: _____ DATE: _____

NOTE: All items set forth herein shall be bid in full accordance with these bidding and/or contract documents and accompanying plans, complete.

THE AGREEMENT

(TO BE COMPLETED ONLY AFTER AWARD)

THIS AGREEMENT made and entered into this ____ day of _____ 2017, by and between the City of Negaunee, Marquette County, Michigan, Party of the First Part, hereinafter called OWNER, and Party of the Second Part,

hereinafter called the CONTRACTOR.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named agree as follows:

ARTICLE I - THE WORK

It is agreed that the Contractor shall furnish all the labor, materials and equipment and perform all the work shown and called for on the drawings and described in the Specifications entitled NEGAUNEE RIVERS FIELD RENOVATION prepared by the City of Negaunee, Department of Public Services, Marquette County, Michigan, acting as, and in these Contract Documents entitled, the Engineer, and shall do everything required by the Contract Documents, the Contract Documents being hereby defined to include the Agreement, Bonds, Drawings, Advertisement, Instruction to Bidders, Specifications, Special Provisions, General Conditions, and any supplements hereto agreed to by both parties, including Appendices A, B, C and D to contract document.

ARTICLE II - THE TIME

It is agreed that the all work required under this Contract shall be completed within 180 Calendar Days from the date of the Notice of Contract Award, except as such time limits may be advanced in accordance with provisions herein and in accordance with the Special Provision for Contract Time in this document. Time is of the essence for execution of the work that is part of this Contract, and it is anticipated that the Notice to Contract Award would be issued by the City prior to September 15, 2017. The Owner shall issue the NOTICE OF CONTRACT AWARD at any time as referenced in the Instructions to Bidders. The Notice of Contract Award, Rate of Progress, and Date of Completion are considered essential elements of the Contract. It is agreed that if the Contractor shall be unavoidably delayed in beginning of fulfilling this contract by reason of excessive storm or floods or by acts of Providence, strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or reason of alterations ordered by the Owner, the Contractor shall have no valid claim for damage on account of any cause or delay; but he shall in such case be entitled to such an extension of the above time limit herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in

writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

ARTICLE III - OWNER'S RIGHT TO COMPLETE

It is agreed that if at any time the Contractor should abandon this work; or if he should be adjudged a bankrupt, or if his performance of this Contract is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work; or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor; or if he should persistently disregard laws or ordinances or the directions of the Engineer; or if he should willfully violate any of the substantial provisions of this Agreement; then in such case the Owner, after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this contract, or any part thereof, and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or part thereof, by contract or otherwise as he may elect, and for that purpose to take possession and make use of such materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor; and if such expense shall exceed such unpaid balance, the Contractor shall pay the Owner the amount of such excess. It is expressly stipulated and agreed that from and after the date of the order to discontinue work, and until such work shall have been finally completed by the Owner, neither the Contractor nor any of his agents or employees shall remove, or make any effort directly or indirectly to remove, any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so. It is further understood and agreed that the foregoing provisions of this article are without prejudice to any other right or remedy which the Owner may have under this Agreement.

ARTICLE IV - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so. It is further agreed that all parts of the work which may be performed by a sub-contractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and

workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or less his obligations and liabilities under this Agreement. It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Agreement, or his claim thereto, except with the written consent of the Owner.

ARTICLE V - THE CONTRACT SUM And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Owner shall pay to him at the time and in the manner hereinafter stipulated, an amount as determined by the measured quantities and the respective unit prices herein named:

CITY OF NEGAUNEE

CONTRACT SUM

Installation only of one 24'x28' pre-engineered park shelter with concrete slab floor and access sidewalk.

TOTAL BID \$ _____

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Engineer will make an estimate of the amount and value of the work, which has been done under this contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that before the Contractor shall demand partial estimates or payments, he shall furnish to the Owner, if and when requested to do so, supported if requested, by sworn statements, satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the Owner may deem necessary to meet the lawful claims of such persons may be retained by the Owner from any monies that may be due or become due to the Contractor under this Agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

As soon as practicable after such estimate is made up and certified and upon its approval by the Owner, the Owner shall pay to the Contractor on account, a sum equal

to ninety percent (90%) of the amount of such estimate; except that the Owner may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligations of the Contractor for labor, materials, or equipment furnished for the work, as well as all other obligations due to claims arising from the performance of said Contract. To insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract. However, the Owner at any time after fifty percent (50%) of the work has been completed, may with the consent from the Surety, make any of the remaining progress payments in full, provided the work has been prosecuted in a satisfactory manner.

All "retainage" withheld from a progress payment to a Contractor, per the preceding paragraph, shall be deposited in an interest-bearing account per the provisions of the State of Michigan Act No. 524 of 1980. Said retainage, along with all interest earned on such retainage, shall be released to the Contractor, together with the final progress payment.

Disputes regarding retainage may be submitted to the decision of an agent at the option of the Owner per the provisions of Public Act No. 524 of 1980.

The person representing the Contractor who will submit written requests for progress payments is designated as _____.
The person representing the Owner to whom requests for progress payments are to be submitted shall be designated by the Engineering Manager.

The progress estimates and payment thus provided for will include all alterations which may be done under the provisions of Section 24 of General Conditions on the same basis as other work is included. All such work is regarded herein as essentially a part of the Contract and not merely an addition to it.

In the case of equipment or other building material, but not including sewer pipe or water main and appurtenances associated therewith, properly stored and protected on the site, the Engineer may take allowance in the estimate of seventy-five percent (75%) of the value of such items.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the Owner shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable, after the satisfactory completion of all work covered by this Agreement, the Engineer will make a final inspection of the work as a whole and will make up a final estimate of the total amount due the Contractor under the terms of the Agreement. Upon the acceptance of the completed work, the Owner will pay to the

Contractor the entire amount of such final estimate, necessary to meet the undischarged obligations of the Contractor. The Contractor shall file with the Owner a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first written above for the Project NEGAUNEE RIVERS PARK RENOVATIONS.

CITY OF NEGAUNEE – Municipality

WITNESSES

_____ BY: _____

Jay Frusti, Interim City Manager/Date

_____ BY: _____

Judy Iwanski, City Clerk/Date

CONTRACTOR WITNESSES

_____ BY: _____

Contractor

_____ BY: _____

Contractor's signature(s) must be notarized:

STATE OF)

SS.

COUNTY OF)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

_____ County: _____

My Commission Expires: _____

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS

1. DEFINITIONS

The following terms used in this contract shall be construed and defined as follows:

- "Board" - "Owner" - The persons, firm, corporation, or governmental agency for whom the work is being done.
- "Engineer" - The Engineer appointed by the Board or Owner, acting personally or by any of its authorized agents.
- "Contractor"- The person or firm contracting to perform the work.
- "Subcontractor" - The person or firm employed by the Contractor to furnish materials or service whether or not he employs labor at the site of the work.
- "Work"- All labor, materials, equipment, transportation, construction equipment and other facilities necessary to be done or furnished by the Contractor to complete the contract.

"Written Notice" shall be deemed to have been "duly served" when such notice shall have been given or mailed to the Contractor of his superintendent at the site of the work or the address set forth herein, or when such notice shall have been given or mailed to the Owner at the address set forth herein.

2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The original and two counterparts of the Contract shall be signed by the Owner and the Contractor.

The work under this Contract shall consist of the items listed in the proposal, including all incidentals necessary to fully complete the project in accordance with the Contract Documents.

3. CONTRACT DRAWINGS AND SPECIFICATIONS

The work to be done is shown on the accompanying set of original drawings, Specifications, and General Conditions prepared by the City of Negaunee, and are hereby made a part of this Contract, it being mutually understood and agreed that when taken together, the plans and contract documents, including the Specifications and

General Conditions, are complimentary, and what is called for by any one shall be binding as if called for by all. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution and completion of the work.

These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineer or supplied to the Contractor by the Engineer during the progress of the work as he may deem to be necessary or expedient. All such supplementary contract drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable there from. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless the Contractor has first brought the matter, in writing to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.

These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work an approved or conformed copy of all drawings and specifications and shall at all time give the Engineer or Owner access thereto.

If any inconsistency, omission or conflict shall be discovered in either specifications or drawings, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent of the documents, and said Engineering decision shall be final and conclusive and binding on all of the parties in interest.

4. SHOP DRAWINGS

Where called for in the specifications, the Contractor shall submit to the Engineer for approval in not less than two copies, details, specifications, cuts, and drawings of such equipment and structural work as may be required. The Contractor shall make any changes or alterations required by the Engineer and re-submit same without delay. The approval of the Engineer shall not relieve the Contractor or responsibility for errors in the drawings as the Engineer's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the Engineer has approved the shop drawings.

5. GUARANTEE

The Contractor, as a condition precedent to final payment, shall execute an approved guarantee through a Maintenance and Guarantee Bond furnished by the same

company furnishing Labor and Material and Performance Bonds for the particular improvement and in the amount of the Contract to the Owner warranting for a period of two years from the date of final payment to keep in good order and repair any defect in all the work done under the contract, either by the Contractor or his subcontractors, or the material suppliers, that may develop during said period for any reason due to improper materials, defective equipment, workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Owner.

6. INFORMATION BY THE CONTRACTOR

The Contractor shall submit to the Engineer, full information as to the materials, equipment and arrangements which the Contractor proposes to furnish. This information shall be complete to the extent that the Engineer may intelligently judge if the proposed materials, equipment and arrangements conform to the requirements of the contract.

The approval of information covering materials, equipment and arrangements by the Engineer shall in no way release the Contractor from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same, should it prove defective.

7. GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make, type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Engineer and the Engineer's decision will be final and binding on all the parties in interest as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall if required, furnish such evidence as to kinds and quality of materials as the Engineer may require.

The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not in the judgment of the Engineer be suitable or competent to produce this result, may be ordered from the work by him and such labor or tools or appliances shall be substituted therefore by the Contractor as will meet with the approval of the Engineer, provided however, that this approval by the Engineer shall not render said Engineer in any way liable for any claims of any nature because of this approval.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practices and standards recognized by Architects, Engineers and the trades.

8. PROGRESS OF WORK AND REGULAR CLEANUP

The intent of these specifications is to provide qualitative guidelines for the orderly execution of the contract requirements. Insofar as the Contractor make satisfactory progress and maintains an effective cleanup crew following the construction operations, the direction of the work force shall be solely his responsibility. If, however, in the judgment of the Owner, adequate cleanup and site restoration efforts are not being expended, including but not limited to; roadway, driveway and drainage maintenance, removal of surplus materials, restoration of signs, mailboxes and like items, further construction shall be halted and work forces directed to the restoration activity until proper order is restored. This shall not be construed as cause for additional compensation.

9. TESTING AND SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the Engineer for approval. Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the Specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificates, therefore submitted to the Engineer.

10. LINE AND GRADE

The Engineer will set suitable stakes and marks showing the locations and elevations of the various parts of the work, but the Contractor shall provide such special stakes, labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith.

For tunnel work, the Contractor shall accurately locate the work from the reference points established by the Engineer and shall be responsible for the proper setting of the model, both as to line and grade. He shall use such methods and means as are necessary to properly do this work. The Engineer will carry line and grade down to the bottom of each shaft. The Contractor will start and carry on the work from the points thus established. As the work progresses and the tunnel masonry is completed, the Engineer will carry forward along the completed work, reference points both as to line

and grade, from which points the Contractor shall set the models and carry forward the work. It is the intent that such points will be maintained up to distances not greater than 120 feet behind the open heading. The Contractor shall furnish and set proper wood blocks where requested so as to facilitate the establishing of the reference points.

11. PATENTS AND ROYALTIES

The Contractor shall indemnify, keep and save harmless the Owner from all liabilities, judgments, costs, damages and expenses which may in any way come against the Owner by reason of the use of any patented materials, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or by reason of the use of patented design furnished by the Contractor and accepted by the Owner. Such liability of the Contractor shall apply in the case of a patented process only when said process is used by the Contractor and of his own volition. In the event of any claim, suit or action at law or inequity of any kind, whatsoever, is made or brought against the Owner involving any such patents, then the Owner shall have the right to retain from the money due and to become due the Contractor, such sufficient sum to protect itself against loss as shall be considered necessary by the Owner and such sum may be retained by the Owner until such suit or claim shall have been settled and evidence to that effect shall have been furnished to the satisfaction of the Owner.

12. PERMITS AND REGULATIONS

The Contractor shall secure all permits, inspections and licenses necessary for the prosecution of the work. There is no fee for the permits issued by the City of Negaunee, Building Division. All other permits and licenses shall be obtained from the appropriate agencies in accordance with their fee schedules. The Contractor shall keep himself fully informed of all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees. Provided, that if the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the agreement.

13. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner harmless from all

such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions, at no additional cost to the Owner.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury, or loss.

The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Owner and shall turn the finished work over to the Owner in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all those elements included as alterations under this contract in exactly the same manner as the regular work is covered.

14. RESPONSIBILITY FOR ADJOINING STRUCTURES

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures and all water mains, sewers, telephone lines, gas mains and any other underground services and structures along and near the work which may be affected by his operations, and shall indemnify, defend, and save harmless the Owner against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations.

The Engineer has endeavored to show on the plans the locations of all existing structures, including improved roadways and utilities, both on surface and underground. Should it be necessary to remove such structures to install the new work, the Contractor shall include the cost of removing and replacing in his bid price, unless otherwise specified. No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the consent of the Owner. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved in a manner acceptable to the Owner.

15. MAINTENANCE OF SERVICE

At the completion of the working day, all road and driveway crossings shall be maintained with a slag surface throughout the contract, or until the surface is restored to its final approved condition. All drainage must be open and flowing freely at the end of each day where existing conditions presently permit ditch flow or where this can be

accomplished with minimal ditching. Maintenance, as described herein, shall be considered incidental to the completion of the project. Drainage through existing sewers, drains, ditches and other water courses shall be maintained at all times during construction and all nearby gutters and drainage systems shall be kept open for drainage.

Where existing sewers are encountered in the line of the work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained by constructing a satisfactory flume, or by pumping, or by both.

All detours shown on the Drawings or required because of the Contractor's operation shall be built and maintained at the Contractor's expense. All mailboxes disrupted, removed, or disturbed during the course of construction shall be temporarily relocated and reset to a serviceable location, as directed by the Engineer. This temporary relocation shall occur immediately after the disruption, removal or disturbance of such mailbox in order that mail service may be continuously maintained. When the project has been completed and accepted, the mailboxes shall be reset by the Contractor in accordance with local postal regulations, as well as in accordance with all other state and local statutes, which can be obtained from the Post Office at no cost to the owner or the City. Any mailboxes or posts damaged by the Contractor shall be replaced with mailboxes and/or posts equivalent to those existing at the expense of the Contractor and at no cost to the owner or the City. Safety precautions shall be followed at all street openings. Substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day, yellow lights by night, shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor.

16. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted by other Contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic of the street.

17. ENGINEER'S STATUS

Construction review of the work shall be done by the Engineer. Such review shall mean the authority to reject all work and materials which do not conform to the plans and/or technical construction specifications being part of the total Contract; to direct and determine the sequence of operations in order to expedite the work in an orderly and workmanlike manner, not in situations or under conditions of an emergency nature

which may develop on site; and to decide engineering questions which may arise resulting from interpretation of the intent of the plans and technical specifications to properly execute the work. To enforce this construction review, the Engineer has the authority to stop the work until the particular problem has been corrected.

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

17. FACILITIES FOR INSPECTION

The Owner, the Engineer and their employees shall at all times have the right to enter upon the premises upon which work is being done, or upon which material is stored for the work under this contract and to inspect the work and materials, and to ascertain whether or not the construction is carried out in accordance with this contract, and the Contractor shall furnish all reasonable facilities, and give ample time for such inspection. All materials shall be subject to mill and shop inspection, as provided in the specifications. The Contractor shall promptly remove from the premises all materials rejected by the Engineer as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such rejected work and materials promptly after written notice, the Owner may remove them and store the material at the expense of the Contractor.

18. CONTRACTOR'S RESPONSIBILITY

The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property on or about the work, shall bear all losses resulting to him on account of the amount or character of the work, or because the conditions under which the work is done are different from what was estimated or expected, or on account of the weather, floods, elements, or other causes and he shall assume the defense and save harmless the Owner and its individual officers and agents from all claims relating to labor provided and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any persons or property received or sustained by or from the Contractor, his agents or employees in

doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, his agents or employees.

The mention of any specific duty or liability of the Contractor in this or in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contractor by the Contract Documents.

19. CONTRACTOR'S SUPERVISION AND ORGANIZATION

The work under this contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all time keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to him shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him, and shall at all times enforce strict discipline and good order among his employees. Whenever the Engineer shall notify the Contractor, in writing, that any man on the work is in the opinion of the Engineer, careless, incompetent, disorderly, or otherwise unsatisfactory; such man shall be discharged from the work and shall not again be employed on it, except with the written consent of the Engineer. The Contractor shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Contract and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the Engineer; and such order, when given out and received by said representative, shall be deemed to have been given to and received by the Contractor. Copies of the drawings and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

20. SUB-CONTRACTS

The Contractor shall not sublet, assign, or transfer this contract or any portion thereof or any payment due him thereunder, without the written consent of the Owner. Assignment or subletting the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen hereunder from any of the contract obligations.

The Contractor shall, as soon as practicable after the signing of the contract, notify the Engineer in writing of the names and subcontractors proposed for the work and shall not employ any that the Engineer may object to as incompetent or unfit.

If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they are employees of the Contractor and the Contractor shall not be in any manner thereby relieved from his obligation and liability; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

21. ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The Contractor shall examine and check all drawings and specifications furnished by the Owner for dimensions, quantities, and coordination with other parts of the work on this or related contract and shall notify, in writing, the Engineer of any and all errors, omissions, or discrepancies he may discover by examining and checking of same. The Contractor shall not be allowed to take advantage of such error, omission, or discrepancy, as full instructions will be furnished by the Engineer, and the Contractor shall carry out such instructions as if originally specified. In no case shall the Contractor proceed with the work in uncertainty, and any work done by the Contractor after the discovery of any error, omission, or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or plans.

22. CHANGES IN THE WORK

The Owner shall have the right to require, by written order, changes in addition to, or deductions from the work required by the Contract Documents; provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the Owner specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the Engineer before the commencement of the work. Where the written order diminished the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with. Under circumstances, which in the judgment of the Engineer, so necessitates the Engineer shall have authority to require, by written order, changes, in addition to, or deductions from the work. Such written order by the Engineer shall be subject to later confirmation by the Owner when the extent and costs have been established. It is understood and agreed

that in case any change in, addition, to, or deduction from the work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor. The Contractor, without extra charge, shall make such slight alterations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.

23. BASIS FOR DETERMINING COST OF CHANGES IN THE WORK

Adjustments, if any, in the contract price by reason of change in the work shall be limited to the amount specified in the written order authorizing the change in the work. Adjustments shall be determined by one or more of the following methods, the Owner reserving the right to select the method or methods at the time a written order is issued.

- a) An acceptable lump sum proposal: To facilitate checking and acceptance, the proposal shall be itemized with quantities and prices given for the various items.
- b) Unit prices: The unit prices may be the "Unit Price" set in the Agreement, or fixed by subsequent agreement between the Owner and the Contractor.
- c) On a cost-plus limited-basis: Not to exceed a specified maximum limit of cost. "COST" as herein used shall be the actual and necessary costs incurred by the Contractor by reasons of the change in the work for:
 - (1) Labor
 - (2) Materials
 - (3) Equipment rental
 - (4) Insurance premiums

(1) Labor Costs shall be the amount shown on the Contractor's payrolls with payroll taxes added when such taxes can be shown to have been incurred. In no case shall the rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by him to perform work under the regular items of the contract.

(2) Material Costs shall be the net price paid for material delivered to the site of the work. If any material previously required is omitted by the written order of the Owner after it has been delivered to or partially worked on by the Contractor and consequently will not retain its full value for other uses, the Contractor shall be allowed the actual cost of the omitted material less a fair market value of the material as determined by the Owner.

(3) Equipment Rental shall be the actual additional cost incurred for necessary equipment. Costs shall not be allowed in excess of usual rentals charged in the Detroit district for similar equipment of like size and condition, including the costs of necessary supplies and repairs for operating the equipment. No cost, however, shall be allowed for the use of equipment on the site in connection with other work unless its use incurs actual and additional costs to the Contractor. If equipment not on the site is required for

the change in the work only, the cost of transporting such equipment to and from the site shall be allowed.

(4) Insurance Premiums shall be limited to those based on labor payroll and to the types of insurance required by the Contract. The amount allowed shall be limited to the net cost incurred as determined from the labor payroll covering the work. The Contractor shall, upon request of the Owner, submit verification of the applicable insurance rates and premium computations.

"PLUS", as herein used is defined as a percentage to be added to the items of "COST" to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. The percentage shall not exceed 15 percent on work done entirely by the Contractor and shall not exceed an aggregate total of 20 percent on work done by a subcontractor.

"SPECIFIED MAXIMUM LIMIT OF COST" is the amount stated in the written order of the Owner authorizing the change in the work. The amount to be allowed the Contractor shall be the "Cost" and "Plus" the percentage or the specified maximum, whichever is the lesser amount.

The Contractor shall keep complete, accurate, daily record of the net actual cost of charges in the work and shall present such information in such form and at such times as the Owner may direct.

25. USE OF COMPLETED PORTIONS OF THE WORK

The Owner may, at any time during the progress of the work after written notice to the Contractor, takeover and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions that may not have expired. In such event, the Contractor will be relieved of further work on or maintenance of said portion, except as covered by his guarantee of same.

26. PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.

(e) Damage to another Contractor.

When the above grounds are moved, payment shall be made for amounts withheld because of them.

27. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court or other public authority for a period of three months, through no act or fault of the Contractor or of anyone employed by him; or if the Owner should fail to pay to the Contractor within sixty days of its maturity and presentation any sum certified by the Engineer, provided no appeal is taken, the Contractor may, upon seven days written notice to the Owner and the Engineer, stop work or terminate this Contract and shall receive from the Owner payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the Engineer, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Contract.

28. "OR EQUAL CLAUSE"

Whenever in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term, "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to an Owner's approval of materials and equipment before they are incorporated in the work.

29. CLEANING-UP

The Contractor shall, as directed by the Engineer, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

30. SAFETY

All construction procedure shall comply with the Safety Code of the State of Michigan and appropriate portions of the Occupational Safety and Health Act, 1970.

31. EMERGENCY REPAIR

When the Contractor is not actively performing work on a particular construction site, but where delayed construction operations, testing and/or surface restoration work yet remains to be completed to meet the requirements of the specifications, situations arise of an emergency nature as a result of such uncompleted work which may affect directly or indirectly, public and/or private property, or which may ultimately, either indirectly or directly, affect the health, safety and welfare of individuals or the general public. Since it is the continued delay in the correction of these deficiencies which has long been a source of concern, trouble and inconvenience to the Owner, the Contractor and the public, the intent of this article is to provide a procedure to eliminate these problems as they may occur. While these problem situations can and do readily develop as emergencies, the Engineer shall direct field related operations and require immediate efforts by the Contractor to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the "emergency" which may arise when no activity exists on the construction site shall be handled in the following manner:

1. The Engineer shall inspect the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
2. The Engineer then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
 - a. The Contractor under contract with the Owner to perform all work on the site location in question;
 - b. The City's Division of Public Works; or
 - c. An independent contractor designated by the Owner.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the Engineer's authorized agent and the contractor at the time of declaring such an "emergency situation" as set forth hereinbefore; the Contractor under contract to the Owner for the particular project, would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the Engineer, then the Contractor shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such physical correction or damages resulting there from. The Engineer shall then contact the City's Division of Public Works for their assistance in correcting the "emergency situation". Where existing commitments by the Division of Public Works prohibit their immediate response to the request by the Engineer, the Engineer shall finally direct that corrective

measures be performed by the independent contractor previously contacted with by the Owner to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the Contractor on this project shall be borne by the Contractor and it is necessary to engage the services of the Division of Public Works or an independent contractor, then all costs incurred would be deducted from monies due and payable to the contractor on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from contract monies due would be as set forth hereafter:

1. Payroll wages, benefits and taxes.
2. Material bills.
3. Equipment rental (Detroit area rates) and moving costs.
4. 15% profit and overhead for independent contractor.
5. 10% Administrative costs.
6. Inspection costs.

32. RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agent. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the Inspector shall decide which contractor shall cease work for the time being and which shall continue or whether the work in both contracts shall continue at the same time and in what manner.

33. NOTIFY MISS DIG

The Contractor is responsible to notify Miss Dig for all sites within this contract. 3 days advance notice must be given. No work shall be performed unless sights are properly staked. **CALL MISS DIG AT 800-482-7171 or 811**

BID SPECIFICATIONS

The 24'x28' pre-engineered park shelter building material package will be purchased by the city on a separate bid package.

The successful bidder will be responsible to provide :

- 1) Assembly and installation of the 24'x28' pre-engineered shelter per specifications.
- 2) Concrete column footings as specified.
- 3) 24'x28'x4" thick concrete slab floor on 6" of compacted sand base
- 4) 6'x10'x4" sidewalk from existing sidewalk to shelter floor
- 5) Removal of spoils and restoration of site to pre-existing conditions

The shelter is defined as follows:

Designed and manufactured by EWS OR EQUAL as specified herein. Any changes or departures from design shall be explained and documented by complete engineered drawings by a registered structural engineer at least seven days prior to bid date.

PITCHED BEAMS AND RAFTERS

MATERIAL AND QUALITY ASSURANCE. Structural glue laminated timber shall be in conformance with ANSI/AITC Standard A.190.1-(latest edition). Species: Laminating lumber shall be kiln-dried, architectural grade, sealed and wrapped. The roof slope shall be 3/12.

LAMINATED SUPPORT COLUMNS

MATERIAL AND QUALITY ASSURANCE. Structural glue laminated timber shall be in conformance with ANSI/AITC A.190.1-(latest edition). Species: Laminating lumber shall be kiln-dried Alaskan yellow cedar, architectural appearance grade. Laminated columns shall be sized to suit loading requirements. Manufacturers shall furnish connection steel and hardware for joining structural glue laminated timber members to their supports, exclusive of anchorage and embedment in masonry or concrete (anchor bolts are not furnished).

CONNECTOR PLATES

Plates shall be fabricated from structural steel ASTM-A-36 (5" x 12" x 1/4") steel plates. Surface preparation in accordance with SSPC-SP10. Finish will be E-coat with powder coat finish.

ROOF DECKING

2" x 6" (nominal), #1 grade, single tongue and groove with V-joint on bottom face, kiln dried southern yellow pine, maximum moisture content shall be 19% or less selected for decking. Specified lengths, with all joints over supports.

FASCIA

(Nominal) 2" x 8" Western Red Cedar, "D"/ Better Grade, kiln-dried, Surfaced on Four Sides, Western Wood Products Association Grading Rules-(latest edition).

Secondary Roof

MULTI-RIB METAL ROOFING

- 1) Roofing shall be a minimum of 24 gauge Galvalume steel sheet with ribs that are 1 3/16" tall and 12" on center. Ribs shall run with the slope of the roof for proper drainage.
- 2) Roof outside surface shall be a baked on Kynar 500 paint finish and shall be supplied in one of the manufacturer's standard colors: TBD Ceiling color to be a "wash coat" primer.
- 3) Roof panels shall have the roof angles factory pre-cut to size to provide ease of installation.
- 4) Roofing shall be installed over wood roof deck with 30# felt installed before the metal roof deck.
- 5) Metal roofing trim shall match the color of the roof and shall be factory made from 26 gauge Kynar 500 painted Galvalume sheet steel.
- 6) Trim includes panel ridge caps, hip caps, eave "J" trim, splice channels, rake trim, roof peak cap and corner trim as applicable for the model selected. Trim may need to be field cut to length. Please refer to the installation drawings for additional information and detail.
- 7) Ridge, hip and valley caps shall be pre-formed with a single central bend to match the roof slope and shall be hemmed on both edges.
- 8) Roof peak caps shall be pre-fabricated with no field assembly required.
- 9) Manufacturer shall supply roof screws painted to match the roof.