

CONTRACT DOCUMENTS
FOR
CITY OF ANN ARBOR
AUSTIN AVE, HILLCREST DR, AND CARL CT
WATER MAIN REPLACEMENT



May, 2008

FILE NO. 2007071
BID NO. 3952

PUBLIC SERVICES AREA
PROJECT MANAGEMENT SERVICES UNIT

CITY OF ANN ARBOR
100 North Fifth Avenue
Ann Arbor, Michigan 48104

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ADVERTISEMENT FOR
FOR THE AUSTIN AVE, HILLCREST DR, AND CARL CT
WATER MAIN REPLACEMENT PROJECT
CITY OF ANN ARBOR, MICHIGAN

BID NO. 3952

Sealed Bids will be received by the, Procurement Unit, Fifth Floor, City Hall, on or before 2:00 p.m. June 23, 2008 for construction of Austin Avenue, Hillcrest Drive and Carl Court water mains. Bids will be publicly opened and read aloud at this time.

Work to be done includes the construction of approximately 931 feet of 8-inch ductile iron water main replacement, 430 Tons of bituminous asphalt pavement, 470 feet of curb and gutter, 1,400 square feet of concrete sidewalk and ramps, and all related work. Bid documents may be obtained on or after May 30, 2008 from the office of the Purchasing Division, Fifth Floor, City Hall, Ann Arbor, Michigan.

A fee of \$25.00 per set of documents will be charged. No refunds will be given for returned documents.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 45 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Purchasing Division, (734) 994-2717.

CITY OF ANN ARBOR, MICHIGAN

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on June, 12th, 2008 at 2:00 p.m. in the 4th floor Conference Room, City Hall, 100 North Fifth Avenue, Ann Arbor, Michigan.

Attendance at this conference is optional, but highly recommended. Administrative and technical questions regarding this project will be answered at this time. If any questions arise whose answers constitute modifications to the bid documents, an addendum will be issued.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where the City must arrange access to the site.

Any proposal which does not conform fully with these instructions may be rejected.

Proposals

Proposals must be submitted on the "Proposal Forms" and "Bid Forms" provided, without removal from the binder, with each blank properly filled in. Sealed proposals will be received by the City of Ann Arbor Purchasing Division, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated in the Advertisement, promptly after which proposals will be publicly opened and read aloud. Each proposal must be enclosed in a sealed envelope, endorsed across one end:

BID #3952 , Proposal for Austin Ave, Hillcrest Dr, and Carl Ct Water Main Replacement

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing proposals, the City will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Bid Security

Each proposal must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the white and pink Human Rights Division Contract Compliance Forms (copy attached) or an acceptable equivalent.

Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and may be required to provide documentary proof of compliance.

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

PROPOSAL

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered #1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and

that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

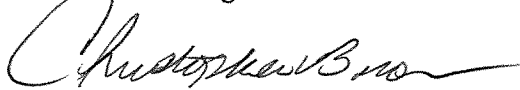
SIGNED THIS 23rd DAY OF June, 2008.

Bidder's Name : Verdeterre Contracting, Inc.

Official Address :
2618 Hannan Road
Canton, MI 48188

Telephone Number :
734/697-4166

Authorized Signature of Bidder



(Print Name of Signer Above)
Christopher K. Brown

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of Michigan, for whom Christopher K. Brown, bearing the office title of President, whose signature is affixed to this proposal, is authorized to execute contracts.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

* An individual, whose signature with address, is affixed to this proposal:
(initial here)

BID FORM
(Revised: 6/17/08)
Section 1 - Schedule of Prices

Project: Austin Ave., Hillcrest Dr. and Carl Ct. Water Main Replacement
File: 2007071 Bid #3952

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101	General Conditions (Max \$5000)	LS	1	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
102	Audiovisual Tape Coverage	LS	1	\$ 1,585. ⁰⁰	\$ 1,585. ⁰⁰
110	Minor Traffic Control (Max \$2000)	LS	1	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
111	Type II Lighted Barricade (Drum), Furnished	EA	175	\$ 25. ⁰⁰	\$ 4,375. ⁰⁰
112	Type II Lighted Barricade (Drum), Operated	EA	175	\$ 6.35	\$ 1,111. ²⁵
113	Type III Lighted Barricade, Furnished & Operated	EA	4	\$ 140. ⁰⁰	\$ 560. ⁰⁰
115	Temporary Type B Signs	SF	660	\$ 4.50	\$ 2,970. ⁰⁰
201	No Parking Signs	EA	38	\$ 45. ⁰⁰	\$ 1,710. ⁰⁰
203	8" CL 50 DIP, w/ polyethylene wrap, Trench Detail I (modified)	LF	795	\$ 63. ⁰⁰	\$ 50,085. ⁰⁰
204	8" CL 50 DIP, w/ polyethylene wrap, Trench Detail IA (modified)	LF	136	\$ 64.75	\$ 8,806. ⁰⁰
207	Bituminous Pavement Leveling, 3C	TON	100	\$ 129.95	\$ 12,995. ⁰⁰
208	Bituminous Pavement Wearing, 4C	TON	70	\$ 141.25	\$ 9,887. ⁵⁰
TOTAL THIS PAGE: (Also to be entered on page BF-4)					\$ <u>101,084.75</u>

BID FORM

Section 1 - Schedule of Prices

Project: Austin Ave., Hillcrest Dr. and Carl Ct. Water Main Replacement
 File: 2007071 Bid # 3952

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
220	Bituminous Pavement Leveling, 13A	TON	110	\$ 101.50	\$ 11,165.00
221	Bituminous Pavement Wearing, 13A	TON	150	\$ 101.50	\$ 15,225.00
391	Pipe Undercut & Refill (Class II)	CYD	30	\$ 32.50	\$ 975.00
402	6" CL 50 DIP, w/ polyethylene wrap, Trench Detail I (modified)	LF	11	\$ 65.50	\$ 720.50
410	8" CL 50 DIP 90° Bend	EA	1	\$ 344.00	\$ 344.00
411	8" CL 50 DIP 22.5° Bend	EA	1	\$ 305.00	\$ 305.00
412	8" CL 50 DIP 45° Bend	EA	2	\$ 315.00	\$ 630.00
414	8" x 6" CL 50 DIP Reducer	EA	6	\$ 300.00	\$ 1,800.00
430	6" x 6" x 6" CL 50 DIP Tee	EA	4	\$ 325.00	\$ 1,300.00
440	Fire Hydrant Assembly	EA	2	\$ 2,945.00	\$ 5,890.00
442	8" Gate Valve in Box	EA	1	\$ 1,485.00	\$ 1,485.00
446	8" Gate Valve in Well	EA	3	\$ 2,985.00	\$ 8,955.00
460	Excavate & Backfill for Water Service Tap and Lead Transfer	LF	330	\$ 55.00	\$ 18,150.00
TOTAL THIS PAGE (Also to be entered on page BF-4)					\$ <u>66,944.50</u>

BID FORM
(Revised: 6/17/08)
Section I - Schedule of Prices

Project: Austin Ave., Hillcrest Dr. and Carl Ct. Water Main Replacement
File: 2007071 Bid # 3952

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
481	Water Main Pipe Abandonment	LF	919	\$ 4.50	\$ 4135.50
482	Gate Valve-in-Box Abandonment	EA	1	\$ 200.00	\$ 200.00
483	Gate Valve-in-Well Abandonment	EA	1	\$ 405.00	\$ 405.00
502	Remove Concrete Curb and Gutter – Any Type	LF	445	\$ 6.50	\$ 2892.50
503	Remove Concrete Sidewalk Ramp and Drive – Any Thickness	SF	2335	\$ 1.50	\$ 3502.50
510	Cold Milling Bituminous Pav.	TON	480	\$ 9.95	\$ 4776.00
522	Sub grade Undercutting – Type II	CY	100	\$ 42.50	\$ 4250.00
525	21AA Limestone C.I.P	CY	100	\$ 30.35	\$ 3035.00
550	Concrete Barrier Curb and Gutter	LF	475	\$ 22.60	\$ 10735.00
552	4" Concrete Sidewalk	SF	875	\$ 9.60	\$ 8400.00
TOTAL THIS PAGE: (Also to be entered on page BF-4)					\$ <u>42,331.50</u>

BID FORM

Section 1 - Schedule of Prices

Project: Austin Ave., Hillcrest Dr. and Carl Ct. Water Main Replacement
 File: 2007071 Bid # 3952

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
553	6" Concrete Sidewalk, Ramp, Drive Approach	SF	650	\$ 15.85	\$ 10302.50
560	Lowering Existing Structures	EA	5	\$ 340.00	\$ 1700.00
566	Adjust Structure Cover	EA	5	\$ 335.00	\$ 1675.00
569	Point Existing Structure	EA	3	\$ 360.00	\$ 1080.00
702	Inlet Filter	EA	8	\$ 135.00	\$ 1080.00
891	Clean-up & Restoration (Max \$5000)	LS	1	\$ 5000.00	\$ 5,000.00
TOTAL THIS PAGE:					\$ <u>20,837.50</u>
TOTAL FROM PAGE BF1-					\$ <u>101,084.75</u>
TOTAL FROM PAGE BF2-					\$ <u>66,944.50</u>
TOTAL FROM PAGE BF3-					\$ <u>42,331.50</u>
TOTAL BASE BID:					\$ <u>231,198.25</u>

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder



BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

Signature of Authorized Representative of Bidder



BID FORM

Section 4 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
GM & Sons Whitmore Lake, MI	Concrete	
S & J Asphalt Canton, MI	Asphalt Paving	
L & L Lansing, MI	Milling	

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

CONTRACT

THIS AGREEMENT is made on the 21 day of July, 2008, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan 48104 (City) and Verdeterre Contracting, Inc (Contractor)
2618 Hannan Road, Canton, MI 48188
(An individual/partnership/corporation, include state of incorporation) (Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "Austin Ave., Hillcrest Dr. and Carl Ct. Water Main Replacement" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Proposal	
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service Unit means Project Management Unit.

Supervising Professional means Homayoon Pirooz, P.E. or other persons acting under the authorization of the Manager of the Administering Service Unit.

Project means "Austin Ave., Hillcrest Dr. and Carl Ct. Water Main Replacement" Bid No. 3952

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately after the Contractor's receipt of a fully executed Contract.
- (B) The entire work for this Contract shall be completed within ninety (90) consecutive calendar days. Shorter completion times for certain portions of the work are specified in the Detailed Specifications.

- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$500 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:

Two hundred thirty one thousand, one hundred ninety eight ^{25/100} Dollars (\$ 231,198.25)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision

will not invalidate the remainder of the contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing..

ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____
Its: _____

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Roger W. Fraser, City Administrator

By _____
Sue McCormick, Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney