

INVITATION TO BID

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, Bid, 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 Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, 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 Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid 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 29TH DAY OF MAY, 2012.

P.F. CONTRACTING INC.

Bidder's Name

1965 BARRETT, TROY MI. 48084

Official Address

248-362-2130

Telephone Number

A. O. Shea

Authorized Signature of Bidder
Aden Shea, Vice President

(Print Name of Signer Above)

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 ADEN SHEA, bearing the office title of VICE PRESIDENT, whose signature is affixed to this Bid, 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 Bid: AS
(initial here)

BID FORM
Section 1 - Schedule of Prices
Division I: Thermoplastic and Cold Plastic Pavement Markings – Stop Bars, Crosswalks, Legends and Symbols

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---|--|-------------|---------------------------|-------------------|----------------------|
| 901A | Removal of up to a 6 in line | Foot | 750 | \$ <u>.65</u> | \$ <u>487.50</u> |
| 901B | Removal of 24 in line | Foot | 1500 | \$ <u>2.60</u> | \$ <u>3,900.00</u> |
| 902 | Removal, Legends and Symbols | Each | 50 | \$ <u>30.00</u> | \$ <u>1,500.00</u> |
| 904 | Layout, 6 in, Crosswalk | Foot | 1000 | \$ <u>.01</u> | \$ <u>10.00</u> |
| 905 | Layout, 24 in, Stop Bar or Crosswalk | Foot | 2000 | \$ <u>.01</u> | \$ <u>20.00</u> |
| 906 | Layout, 12 in, Cross Hatching | Foot | 500 | \$ <u>.01</u> | \$ <u>5.00</u> |
| 907 | Layout, Legends and Symbols | Each | 100 | \$ <u>1.00</u> | \$ <u>100.00</u> |
| 923 | Overlay Cold Plastic Pavement Marking, Bike Lane (Legend) | Each | 30 | \$ <u>100.00</u> | \$ <u>3,000.00</u> |
| 924 | Overlay Cold Plastic Pavement Marking, Bike Lane (Symbol) | Each | 30 | \$ <u>75.00</u> | \$ <u>2,250.00</u> |
| 932 | Thermoplastic Pavement Marking, 6 in, Crosswalk | Foot | 4500 | \$ <u>1.75</u> | \$ <u>7,875.00</u> |
| 933 | Thermoplastic Pavement Marking, 24 in, Stop Bar or Crosswalk | Foot | 10,000 | \$ <u>1.00</u> | \$ <u>10,000.00</u> |
| 934 | Thermoplastic Pavement Marking, 12 in, Cross Hatching Yellow | Foot | 750 | \$ <u>3.50</u> | \$ <u>2,625.00</u> |
| 935 | Thermoplastic Pavement Marking, 12 in, Cross Hatching White | Foot | 200 | \$ <u>3.50</u> | \$ <u>700.00</u> |
| 936 | Thermoplastic Pavement Marking, Right or Left Arrow | Each | 200 | \$ <u>56.00</u> | \$ <u>11,200.00</u> |
| TOTAL THIS PAGE: (Also entered BF-2) | | | | | \$ <u>103,672.50</u> |

BF-1

BID FORM

Section 1 - Schedule of Prices

Division I: Thermoplastic and Cold Plastic Pavement Markings – Stop Bars, Crosswalks, Legends and Symbols

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------------------------------|--|-------------|---------------------------|-------------------|----------------------|
| 937 | Thermoplastic Pavement Marking, Through Arrow | Each | 50 | \$ <u>42.00</u> | \$ <u>2,100.00</u> |
| 938 | Thermoplastic Pavement Marking, Right/Through, Left/Through, or Right/Left Arrow | Each | 20 | \$ <u>101.50</u> | \$ <u>2,030.00</u> |
| 939 | Thermoplastic Pavement Marking, "ONLY" | Each | 150 | \$ <u>77.00</u> | \$ <u>11,550.00</u> |
| 940 | Thermoplastic Pavement Marking, "SCHOOL," One Lane | Each | 10 | \$ <u>115.50</u> | \$ <u>1,155.00</u> |
| 941 | Thermoplastic Pavement Marking, "SCHOOL," Two Lane | Each | 5 | \$ <u>231.00</u> | \$ <u>1,155.00</u> |
| 942 | Thermoplastic Pavement Marking, Rail Road Crossing Set | Each | 10 | \$ <u>285.00</u> | \$ <u>2,850.00</u> |
| 1001 | Mobilization | Lump Sum | 3 | \$ <u>500.00</u> | \$ <u>1,500.00</u> |
| TOTAL THIS PAGE: | | | | | \$ <u>22,340.00</u> |
| TOTAL FROM PAGE BF-1: | | | | | \$ <u>103,672.50</u> |
| TOTAL BASE BID - DIVISION I: | | | | | \$ <u>126,012.50</u> |
| (Also to be entered on page BF-10) | | | | | |

BID FORM
Section 1 - Schedule of Prices
Division II: Thermoplastic Pavement Markings—Longitudinal Lines

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--------------------------------------|--|-------------|---------------------------|--|---------------------|
| 900 | Removal, 4 in, Longitudinal Markings | Foot | 10,000 | \$ <u>.35</u> .40 ^{ALS} | \$ <u>3,500.00</u> |
| 903 | Layout Longitudinal Marking | Foot | 50,000 | \$ <u>.01</u> | \$ <u>500.00</u> |
| 960 | Thermoplastic Pavement Marking, 4 in, Yellow | Foot | 35,000 | \$ <u>.45</u> | \$ <u>15,750.00</u> |
| 961 | Thermoplastic Pavement Marking, 4 in, White | Foot | 15,000 | \$ <u>.45</u> | \$ <u>6,750.00</u> |
| 1001 | Mobilization | Lump Sum | 1 | \$ <u>500.00</u> | \$ <u>500.00</u> |
| TOTAL BASE BID - DIVISION II: | | | | | \$ <u>27,000.00</u> |

(Also to be entered on page BF-10)

BID FORM

Section 1 - Schedule of Prices

Division III: Regular-Dry and Waterborne Pavement Markings—Longitudinal Lines

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------|--|-------------|---------------------------|-------------------|---------------------|
| 903 | Layout Longitudinal Marking | Foot | 5,000 | \$.01 | \$ <u>50.00</u> |
| 950 | Regular-Dry Pavement Marking, 4 in, Yellow | Foot | 200,000 | \$.059 | \$ <u>11,800.00</u> |
| 951 | Regular-Dry Pavement Marking, 4 in, White | Foot | 100,000 | \$.059 | \$ <u>5,900.00</u> |
| 952 | Waterborne Pavement Marking, 4 in, Yellow | Foot | 200,000 | \$.059 | \$ <u>11,800.00</u> |
| 953 | Waterborne Pavement Marking, 4 in, White | Foot | 100,000 | \$.059 | \$ <u>5,900.00</u> |
| 1001 | Mobilization | Lump Sum | 1 | \$ 500.00 | \$ <u>500.00</u> |

TOTAL BASE BID - DIVISION III:

\$ 35,950.00

(Also to be entered on page BF-10)

BID FORM
Section 1 - Schedule of Prices
Division IV: 701 Maintenance Grade Thermoplastic—Longitudinal Lines

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--------------------------------------|---|-------------|-------------------------------|-------------------|---------------------|
| 903 | Layout Longitudinal Marking | Foot | 5,000 | \$ <u>.01</u> | \$ <u>50.00</u> |
| 948 | 701 Maintenance Grade Thermoplastic Pavement Marking, 4 in, Yellow | Foot | 300,000 | \$ <u>.16</u> | \$ <u>48,000.00</u> |
| 949 | 701 Maintenance Grade Thermoplastic Pavement Marking, 4 in, White | Foot | 150,000 | \$ <u>.16</u> | \$ <u>24,000.00</u> |
| 1001 | Mobilization | Lump Sum | 3 | \$ <u>500.00</u> | \$ <u>1,500.00</u> |
| TOTAL BASE BID - DIVISION IV: | | | | | \$ <u>73,550.00</u> |

(Also to be entered on page BF-10)

BID FORM
Section 1 - Schedule of Prices
Division V: Polyurea Pavement Markings—Stop Bars, Crosswalks, Legends and Symbols

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------|--|-------------|---------------------------|-------------------|--------------------|
| 901A | Removal of up to a 6 in line | Foot | 250 | \$.65 | \$ 162.50 |
| 901B | Removal of 24 in line | Foot | 500 | \$ 2.60 | \$ 1,300.00 |
| 902 | Removal, Legends and Symbols | Each | 50 | \$ 30.00 | \$ 1,500.00 |
| 904 | Layout, 6 in, Crosswalk | Foot | 500 | \$.01 | \$ 5.00 |
| 905 | Layout, 24 in, Stop Bar or Crosswalk | Foot | 1000 | \$.01 | \$ 10.00 |
| 906 | Layout, 12 in, Cross Hatching | Foot | 250 | \$.01 | \$ 2.50 |
| 907 | Layout, Legends and Symbols | Each | 100 | \$ 1.00 | \$ 100.00 |
| 980 | Polyurea Pavement Marking, 6 in, Crosswalk | Foot | 1500 | \$ 2.00 | \$ 3,000.00 |
| 981 | Polyurea Pavement Marking, 24 in, Stop Bar or Crosswalk | Foot | 3000 | \$ 8.00 | \$ 24,000.00 |
| 982 | Polyurea Pavement Marking, 12 in, Cross Hatching Yellow | Foot | 200 | \$ 4.00 | \$ 800.00 |
| 983 | Polyurea Pavement Marking, 12 in, Cross Hatching White | Foot | 50 | \$ 4.00 | \$ 200.00 |
| 984 | Polyurea Pavement Marking, Right or Left Arrow | Each | 50 | \$ 64.00 | \$ 3,200.00 |
| 985 | Polyurea Paint Pavement Marking, Through Arrow | Each | 15 | \$ 48.00 | \$ 720.00 |
| 986 | Polyurea Pavement Marking, Right/Through, Left/Through or Right/Left Arrow | Each | 10 | \$ 116.00 | \$ 1,160.00 |

TOTAL THIS PAGE:

(Also to be entered on page BF-7)

\$ 36,160.00

BID FORM

Section 1 - Schedule of Prices

Division V: Polyurea Pavement Markings—Stop Bars, Crosswalks, Legends and Symbols

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------------------------------|---|-------------|---------------------------|-------------------|---------------------|
| 987 | Polyurea Pavement Marking, "ONLY" | Each | 25 | \$ <u>88.00</u> | \$ <u>2,200.00</u> |
| 988 | Polyurea Pavement Marking, "SCHOOL," One Lane | Each | 5 | \$ <u>132.00</u> | \$ <u>660.00</u> |
| 989 | Polyurea Pavement Marking, "SCHOOL," Two Lane | Each | 5 | \$ <u>264.00</u> | \$ <u>1,320.00</u> |
| 990 | Polyurea Pavement Marking, Rail Road Crossing Set | Each | 5 | \$ <u>260.00</u> | \$ <u>1,300.00</u> |
| 991 | Polyurea Pavement Marking, Bike Lane (Legend) | Each | 10 | \$ <u>75.00</u> | \$ <u>750.00</u> |
| 992 | Polyurea Pavement Marking, Bike Lane (Symbol) | Each | 10 | \$ <u>50.00</u> | \$ <u>500.00</u> |
| 1001 | Mobilization | Lump Sum | 1 | \$ <u>500.00</u> | \$ <u>500.00</u> |
| TOTAL THIS PAGE: | | | | | \$ <u>7,230.00</u> |
| TOTAL FROM PAGE BF-6: | | | | | \$ <u>36,160.00</u> |
| TOTAL BASE BID - DIVISION V: | | | | | \$ <u>43,390.00</u> |
| (Also to be entered on page BF-10) | | | | | |

BID FORM
Section 1 - Schedule of Prices
Division VI: Polyurea Pavement Markings—Longitudinal Lines

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--------------------------------------|--|-------------|-------------------------------|-------------------------|--------------------------|
| 903 | Layout Longitudinal Marking | Foot | 50,000 | \$ <u> .01</u> | \$ <u> 500.00</u> |
| 950 | Polyurea Pavement Marking, 4 in, Yellow | Foot | 35,000 | \$ <u> .60</u> | \$ <u> 21,000.00</u> |
| 951 | Polyurea Pavement Marking, 4 in, White | Foot | 15,000 | \$ <u> .60</u> | \$ <u> 9,000.00</u> |
| 1001 | Mobilization | Lump Sum | 1 | \$ <u> 500.00</u> | \$ <u> 500.00</u> |
| TOTAL BASE BID - DIVISION VI: | | | | | \$ <u> 31,000.00</u> |

(Also to be entered on page BF-10)

BID FORM
Section 1 - Schedule of Prices
Division VII: Recessing of Pavement Markings

| <u>Item</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-------------|-------------------------------|-------------|-------------------------------|-------------------|--------------------|
| 993 | Recessing of Pavement Marking | Foot | 50,000 | \$.40 | \$ 20,000.00 |
| 1001 | Mobilization | Lump Sum | 1 | \$ 500.00 | \$ 500.00 |

TOTAL BASE BID - DIVISION VII:

\$ 20,500.00

(Also to be entered on page BF-10)

BID FORM

Section 1 - Schedule of Prices
TALLY OF BIDS

Contractor Name P.K. CONTRACTING

TOTAL FROM PAGE BF-2
DIVISION I: Thermoplastic and
Cold Plastic Intersection
Pavement Markings \$ 126,012.50

TOTAL FROM PAGE BF-3
DIVISION II: Thermoplastic
Longitudinal Lines \$ 27,000.00

TOTAL FROM PAGE BF-4
DIVISION III: Regular-Dry and
Waterborne Longitudinal Lines \$ 35,950.00

TOTAL FROM PAGE BF-5
DIVISION IV: 701 Maintenance
Grade Thermoplastic Longitudinal
Lines \$ 73,550.00

TOTAL FROM PAGE BF-7
DIVISION V: Polyurea Intersection
Pavement Markings \$ 43,390.00

TOTAL FROM PAGE BF-8
DIVISION VI: Polyurea
Longitudinal Lines \$ 31,000.00

TOTAL FROM PAGE BF-9
DIVISION VII: Recessing of
Pavement Markings \$ 20,500.00

BF-10

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid 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.

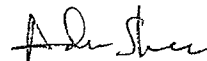
If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered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

| <u>Item Number</u> <u>Amount</u> | <u>Description</u> | <u>Add/Deduct -</u> |
|-------------------------------------|--------------------|---------------------|
|-------------------------------------|--------------------|---------------------|

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



Aden Shea, Vice President

BF-11

BID FORM

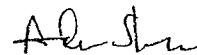
Section 3 - Time Alternate

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



Aden Shea, Vice President

BF-12

BID FORM

Section 4 - 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.

| <u>Subcontractor (Name and Address)</u> | <u>Work</u> | <u>Amount</u> | - |
|---|-------------|---------------|---|
|---|-------------|---------------|---|

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



Aden Shea, Vice President

CONTRACT

THIS AGREEMENT is made on the 20th day of June, 2012, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City") and P.K. Contracting Inc. ("Contractor") 1965 Barrett, Troy, MI 48084

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 "Annual Maintenance Pavement Markings" 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 Area/Unit means Public Services Area, Field Operations Unit

Supervising Professional means Operations Specialist or other persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Project means Annual Maintenance Pavement Markings Bid No. 4235

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 each year of this Contract shall be completed by June 30, 2013. 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 \$250 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:

One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000)

- (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

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 – Term


This is a one-year contract with work to be commenced and completed in accordance with Article III

The term of this contract may be renewed for two additional one-year periods with work to be commenced and completed in accordance with Article III upon the mutual agreement of the parties. Should the City wish to renew this contract, it shall provide notice to Contractor no later than sixty (60) days prior to the expiration of the current contract term. If renewal is acceptable, Contractor agrees to provide acknowledgement of same no later than fourteen days after receipt of notice by the City. The parties agree to execute a renewal agreement under the same terms and conditions as the current contract for any mutually agreeable renewal period.

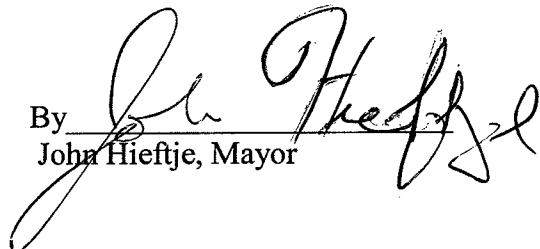
ARTICLE XI - Entire Agreement

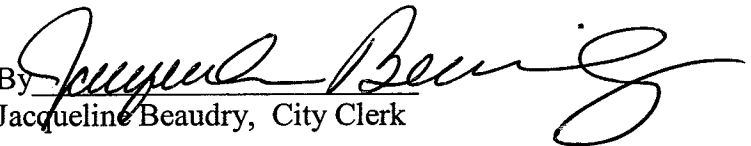
This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified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

FOR CONTRACTOR


By 
Its: Aden Shea, Vice President

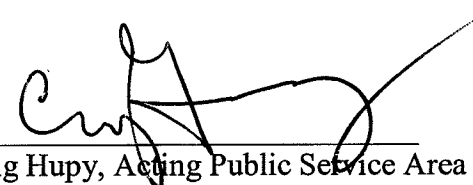
FOR THE CITY OF ANN ARBOR

By 
John Hieftje, Mayor

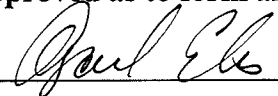
By 
Jacqueline Beaudry, City Clerk

Approved as to substance

By 
Steve Powers, City Administrator

By 
Craig Hupy, Acting Public Service Area
Administrator

Approved as to form and content


~~for~~ Stephen K. Postema, City Attorney

