

**CITY OF ANN ARBOR  
INVITATION TO BID**



**RESIDENTIAL BUILDING DEMOLITION SERVICES  
WITHIN THE CITY OF ANN ARBOR  
ITB No. 4352**

Due Date: Thursday, October 2, 2014 by 10:00 a.m. (Local Time)

Community Services Area Administrator's Office  
Administering Service Area

Issued By:

City of Ann Arbor Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48107

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ADVERTISEMENT TO BID  
CITY OF ANN ARBOR, MICHIGAN

**ITB No. 4352**

Sealed Bids will be received by the Procurement Unit, c/o Customer Service, 1<sup>st</sup> Floor, Guy Larcom City Hall Building, on or before **Thursday, October 2, 2014 by 10:00 a.m.** (Local Time) for demolition services on various buildings within the City of Ann Arbor. Bids will be publicly opened and read aloud at this time.

Work to be done includes the demolition of buildings, concrete and fencing and all other related work as described within the ITB. The City of Ann Arbor will assign demolition of buildings on a rotating basis to each successful bidder. Contractors will be required to honor their bid prices for a period of one (1) year with an option to extend one (1) additional year based on the City's discretion.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org).

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.

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.. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of sixty (60) days.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.

CITY OF ANN ARBOR, MICHIGAN

# INSTRUCTIONS TO BIDDERS

## General

The City of Ann Arbor's Procurement Office is soliciting bids for the demolition of various residential buildings within the City of Ann Arbor on an on-call basis for the period of one (1) year with the option to extend an awarded contract for an additional one (1) year at the City's discretion..

It is the intention of the City of Ann Arbor to retain two or more contractors for demolition of structures on an as-needed basis. Selected contractors will be asked to submit proposals specific to each demolition project. Contractors will be required to honor their bid prices for a period of one year and through the optional one (1) year extend. After one year, bid prices will be adjusted by an amount equal to CPI.

Any Bid which does not conform fully to these instructions may be rejected.

## Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided, with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

## Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before Thursday, September 25, 2014 by 3:00p.m. and should be addressed as follows:

Specifications/Scope of Work questions emailed to: Ralph Welton, Chief Development Official at [Rwelton@a2gov.org](mailto:Rwelton@a2gov.org).

Bid Process and HR Compliance questions emailed to: Mark Berryman, Purchasing Manager at [Mberryma@a2gov.org](mailto:Mberryma@a2gov.org)

Any error, omissions or discrepancies in the specification discovered by a prospective

contractor and/or service provider shall be brought to the attention of Ralph Welton, Chief Development Official at [Rwelton@a2gov.org](mailto:Rwelton@a2gov.org) as soon after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

## **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Thursday, October 2, 2014 by 10:00 a.m.** (Local Time) Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4352 - Residential Building Demolition Services Within the City of Ann Arbor.

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit  
c/o Customer Service Desk  
1st Floor, Guy C. Larcom City Hall  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 3:00 p.m. Monday through Friday. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

## **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). Individual properties may

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.

## **Official Documents**

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Alternate"; section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

## **Bid Security**

No bid bond is requested.

## **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of 60 days.

## **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 cannot 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.

In addition, 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 Compliance Requirement**

Ann Arbor City Ordinance requires the selected Bidder take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex

To establish compliance with the City ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance forms or an acceptable equivalent. (See Attachment B) In the event Human Rights forms are not submitted with the bid, the bidder will have twenty-four (24) hours to provide once requested by the City.

## **Wage Requirements**

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to comply with the living wage provisions of Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, and if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Section 1:815 of Chapter 23 of the Ann Arbor City Code.

The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested. Further, the successful bidder agrees that all subcontracts entered into by the successful bidder shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

The Living Wage form should be submitted with the Bid. In event they are not, the Bidder will have 24 hours from the City's request to return completed forms. Living wage forms are found in Attachment B.

## **Conflict Of Interest Disclosure**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached as Attachment C.

## **Debarment**

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

## **Statement of Bidder's Qualifications: Additional Information**

Upon request, any bidder shall furnish any data and information requested by the City in its attempt to determine the ability of the bidder to perform his/her obligations under the contract.

## **Cost Liability**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## **Disclosures**

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

## **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/ Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.



## **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## 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, Vendor Conflict of Interest Disclosure Form, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda. 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 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 familiar with the City Vendor Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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 Bond 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.

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Email Address

## **GENERAL CONDITIONS FOR CONTRACT PERFORMANCE**

### **Section 1 - Familiarity with Work**

The selected contractor, or its representative, shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The selected contractor shall in no way be relieved of any obligation due to his/her failure to visit the site and acquaint himself/herself with the existing conditions.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

### **Section 2 - Materials, Appliances, Employees**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

### **Section 3 - Permits and Regulations**

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

### **Section 4 - Protection of the Public and of Work and Property**

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract.

The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional. Any compensation claimed by the Contractor for emergency work shall be determined by agreement.

## **Section 5 - Responsibility for Work and Warranties**

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project. The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work. The Contractor is advised to investigate obtaining its own builders risk insurance.

## **Section 6 - Contractor's Insurance**

1. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

(a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

(b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

(c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

(d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

(2) Insurance required under Section 1(b) and 1(c) of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

(3) In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

(4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

## **Section 7 - Damage Claims**

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

## **Section 8- Storing Materials and Supplies**

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

### **Section 9 - Cleaning Up**

The Contractor shall remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

### **Section 10 – Payment Terms**

All contractors will be required to submit invoices for payment. No payments will be remitted until final inspections have been approved and permits closed. No additional demolition projects will be awarded until outstanding permits have been closed. The City of Ann Arbor reserves the right to determine building volume, linear footage, and square footage on any given project.

### **Section 11 - Sales Taxes**

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay

# DEMOLITION AND SITE CLEARANCE SPECIFICATIONS

## Qualifications of Contractor

Contractors shall be licensed under Act 383 of 1965 as amended (MCL 339.2401-339.2412), with the State of Michigan to qualify as a bidder on demolition.

- Contractors must hold either a valid Residential Builder license or a Residential Maintenance and Alteration Contractor license with a Wrecking Endorsement.
- The Contractor must provide the City with their insurance documentation. Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage stated within the ITB terms and conditions insurance section.
- Contractors cannot utilize sub-contractors without pre-approval from the City.
- Demolition permits must be obtained for each site awarded by the City.

## Salvage Rights

The successful bidder shall have full salvage rights on buildings materials only.

## Demolition

### DEMOLITION SPECIFICATIONS:

#### **Work Commencement:**

When a project is awarded to a contractor, work must commence within ten (10) days and be completed within twenty-five (25) days. When a contractor is unable to accept an assigned demolition project, the award will be passed on to the next contractor and the passed over contractor will return to the rotation.

#### **Standard Specifications for all Sites:**

- Before starting demolition, the contract shall check to determine that all utility services are disconnected at the service mains in accordance with the rules and regulations governing the utility involved. No work shall commence on any building before utilities are properly disconnected.
- Structures shall be demolished in such manner as to avoid hazards to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings.
- Demolition work shall be kept thoroughly wetted down to prevent the spread of dust.
- Explosives shall not be used in the work except by prior written permission of the City.
- No burning is permitted with the Project area.
- The City has not performed an asbestos survey of any site for which a Work Statement may be issued. In the even asbestos or any other contaminate is required to be removed, the selected contractor and the City will address removal on a site-by-site basis.
- All demolition activities and debris disposal shall be in accordance with all applicable statutes, ordinances, and regulations of the State of Michigan and the City of Ann Arbor.



**Sites Specifications:**

- All structures on site are to be demolished on site unless otherwise directed by the Building Official.
- All non-boundary fencing is to be removed unless otherwise directed by the Building Official.
- All footings and foundations are to be removed.
- All flatwork, including drive approaches, are to be removed.
- All sewer lines are to be capped at the property line.
- All "open holes" and sewer caps are to be inspected prior to backfill.
- Backfills are to consist of clean fill dirt and four inches (4") of topsoil. Site should be left without depressions.
- All sites to be seeded and mulched.
- Contractor shall warrantee against excessive settlement for a period of six months.
- Adjacent property, including but not limited to buildings, trees, sidewalks, street lights, utility poles and wires, shall be protected against damage from demolition work. Any damage incurred shall be made whole at the expense of the contractor.
- Right of Way and barricade permits must be obtained if public right of way, partially or completely, is to be blocked off during demolition.

**Materials:**

- All building material is the property of the contractor to be disposed of or salvaged. Salvage operations shall not constitute a legitimate delay of completion.
- Personal property on the premises which is not permanently attached to the building or customarily associated with such a building when sold, shall be delivered to the City. Status determination is the responsibility of the Building Official.
- All unsalvageable demolition material is to be disposed of in licensed disposal sites per State of Michigan law. Dump tickets or other proof of disposal must be produced upon request.

## **BID FORM PRICING INSTRUCTIONS**

In an effort to avoid the administrative cost of soliciting specific bids for each grouping of approved demolitions, the City of Ann Arbor is requesting that all interested bidders submit proposals for the generic specifications outlined below. Considering that all demolition projects present unique circumstances and costs, the base bids accepted will be adjusted incrementally to address the specifics of each job site. The generic specifications are as follows:

### **1. STRUCTURE DEMOLITION BY VOLUME.**

For purposes of competitive bidding, the following criteria will be considered:

- Standard wood-framed house with aluminum, vinyl, wood panel, or transite siding.
- Asphalt or fiberglass shingles on %" sheathing or roof boards.
- Block or poured concrete basement walls not exceeding eight inches (8") in thickness.
- Consider the structure and lot to be vacant and free of debris, furniture, etc.
- Do not include the cost of gas & electrical cut-offs.
- Include the cost of seeding & mulching the empty lot.
- Include the cost of proper removal and disposal of demolition debris.

**Formula--** Multiply the square footage of each story by the ceiling height of each story (including basements). Cubic footage of the attic is determined by multiplying the square footage by the gable height, then dividing by two (same formula for accessory structures).

### **2. DRIVEWAY, APPROACH, AND FLATWORK REMOVAL**

Please price the following per square foot.

- Price for removal and disposal of all flatwork (driveways & replace curb at drive approach).
- Price for removal and disposal of slab-on-grade foundations (include footings)  
Per square foot.

### **3. FENCES**

Cyclone or privacy fencing (wood or vinyl) under eight feet (8') tall (per linear foot)

**BID FORM**  
**Pricing**

Vendor Name \_\_\_\_\_

**Please read bid instructions carefully**

• **STRUCTURE DEMOLITION BY VOLUME**

\$\_\_\_\_\_ PER CUBIC FOOT

• **DRIVEWAY, APPROACH, AND FLATWORK REMOVAL**

\$\_\_\_\_\_ PER SQUARE FOOT (4")

\$\_\_\_\_\_ PER SQUARE FOOT (6")

\$\_\_\_\_\_ PER SQUARE FOOT (SLAB ON GRADE, INCLUDING FOOTING)

• **FENCES**

\$\_\_\_\_\_ PER LINEAR FOOT

The following list of items will be invoiced on a case by case basis through a percentage formula to be issued to awardees. This list is comprehensive, but is not all inclusive.

- Basement walls thicker than eight inches (8")
- Brick veneer
- Brick or block construction.
- Slate, crock, or gravel roofs.
- Furniture and debris inside or outside house
- Dead trees on site
- Flatwork thicker than six inches (6")
- Masonry walls
- Sheds
- Asbestos

**BID FORM**

**PAGE 2**

REFERENCES

Provide three references.

Name and Address

Work Performed

Amount

**BID FORM**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Each of the following items must be responded to in writing, and the information provided thereby must be clear and understandable. Upon completion, the statement must be signed by the Bidder in front of a Notary Public and notarized. The Bidder may supply such additional information as desired after responding to each of these items:

NAME OF BIDDER

PERMANENT MAIN OFFICE ADDRESS OF BUSINESS

DATE BUSINESS WAS ESTABLISHED

NUMBER OF YEARS ENGAGED IN CONTRACTING BUSINESS UNDER PRESENT FIRM OR TRADE NAME:

SCHEDULE OF OUTSTANDING CONTRACTS (showing amount of each contract and the anticipated completion date of each).

GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY

HAS THIS COMPANY EVER FAILED TO COMPLETE ANY WORK AWARDED IT? IF SO, WHERE AND WHY?

HAS THIS COMPANY EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?

LIST THE PROJECTS RECENTLY COMPLETED BY YOUR COMPANY (stating the approximate cost of each and the month/year completed. Indicate which, if any, are listed as a Reference).

INDICATE EXPERIENCE IN DEMOLITION WORK.

LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT.

INDICATE BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR BUSINESS, INCLUDING OFFICERS. PROVIDE A COPY OF STATE OF MICHIGAN ISSUED LICENSE NUMBER FOR EITHER RESIDENTIAL BUILDER OR A RESIDENTIAL MAINTENANCE AND ALTERATIO CONTRACTOR WITH WRECKING ENDORSEMENT FOR EACH PRINCIPAL MEMBER.

INDICATE CREDIT AVAILABLE TO YOUR COMPANY

ARE YOU WILLING TO COMPLETE A DETAILED FINANCIAL STATEMENT AND FURNISH ANY OTHER INFORMATION REQUIRED AND REQUESTED BY THE CITY

OF ANN ARBOR?

INCLUDE THE FOLLOWING STATEMENT: "The undersigned authorizes and requests any person, firm or corporation to furnish any information requested by the City of Ann Arbor in verification of the recitals comprising the Statement of Bidder's Qualifications."

INCLUDE THE FOLLOWING AT THE END OF YOUR STATEMENT:

"Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

COMPANY/BIDDER NAME

SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING

INCLUDE OFFICIAL NAME AND DATE FOR NOTARY PUBLIC TO NOTARIZE THE STATEMENT.

ATTACHMENT A

**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 \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority.

\* A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the State of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (list names and the street and mailing address of each):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

An individual, whose signature with address, is affixed to this Bid.

\_\_\_\_\_  
Signature( Date: \_\_\_\_\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_

**City of Ann Arbor Procurement Office**

**INSTRUCTIONS FOR CONTRACTORS**

**For Completing CONTRACT COMPLIANCE FORM**

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Procurement Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

**To complete the form:**

**1) If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
  - who will be working on-site;
  - in the office responsible for completing the contract; or,
  - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

**For assistance in completing the form, contact:**

Procurement Office of the City of Ann Arbor  
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.



**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
*Entire Organization (Totals for All Locations where applicable)*

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
(Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
(Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015**

**\$12.70** per hour

If the employer provides health care benefits\*

**\$14.18** per hour

If the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

**ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint Contact  
Mark Berryman at 734/794-6500 or [mberryman@a2gov.org](mailto:mberryman@a2gov.org)**

**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- \_\_\_\_\_ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.  
\_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.70/hour when health care is provided, or no less than \$14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone (area code)

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date signed

**Questions about this form? Please contact:**  
Procurement Office City of Ann Arbor  
Phone: 734/794-6500



## Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

\_\_\_\_\_  
 Signature of Vendor Authorized Representative                      Date                      Printed Name of Vendor Authorized Representative

**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

Appendix A

Contract

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and \_\_\_\_\_ ("Contractor")

\_\_\_\_\_  
(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 "\_\_\_\_\_" 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 Form                         | Demolition Specifications                    |
| Living Wage Declaration (if applicable) | Detailed Site Specifications/Work Statements |
| Vendor Conflict of Interest Form        |  |
| Bid Forms                               |  |
| Contract and Exhibits                   |  |

Specific projects within the scope may be described from time to time by the City for performance within a Work Statement. Upon acceptance of the Work by Contractor, the Work Statement shall become part of this contract and shall be performed in accordance with its described scope.

**ARTICLE II - Definitions**

Administering Service Area/Unit means

\_\_\_\_\_

Supervising Professional means the City Building Official.

Project means Residential Building Demolition Services, ITB No. 4352

Work Statement means a site demolition scope of services for a designated property within the City of Ann Arbor that meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under

Demolition Services Agreement Dated ..... "

2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.

3. Contains the following three mandatory items:

- a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City
- b. The amount of payment
- c. The time schedule for performance and for delivery of the Deliverables

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

### **ARTICLE III - Time of Completion**

The work awarded shall be completed under this Contract in accordance with the time specifications stated in the Work Statement for each site. 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 \$100.00 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.

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.

### **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 and specified in the Work Statement for each site.

(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. Increases or decreases shall be determined only by written agreement between the City and Contractor.

### **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. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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, 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 - Termination**

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its



completion within the time specified, or as amended, in any Work Statement, the City may, by written notice, terminate the Contractor's right to proceed with the work. Upon such termination, the City may take over the work or assign it to another contractor and prosecute same to completion, by contract or otherwise. The Contractor and the sureties to the Contract (if applicable) shall be liable to the City for any additional cost incurred by the City in its completion of the work and shall further be liable for the liquidated damages for any delay in completion of work as provided by this Contract.

The City may terminate this contract if it decides not to proceed with the Project by notice pursuant to Article VIII. If the Project is terminated for reasons other than the breach of the contract by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

The City may terminate this contract, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor, except the obligation to pay for Services actually performed under the contract before the termination date.

Contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this contract are not appropriated or otherwise made available, the City shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

The remedies provided in this contract will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

## **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: \_\_\_\_\_

### **FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

John Hieftje, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_

Steven D. Powers, City Administrator

By \_\_\_\_\_

Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_

Stephen K. Postema, City Attorney