

March 9, 2005

CITY OF LANSING
NOTICE TO BIDDERS

B/05/222

ZOO CENTRAL CORE CONSTRUCTION PROJECT, PHASE I

The City of Lansing officially distributes Purchasing documents from the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Copies obtained through any other source are not considered official copies. If you have obtained this document from a source other than the City of Lansing Purchasing Office or MITN, it is recommended that you obtain an official copy. You may obtain an official copy of all Requests for Bids, Quotes and Proposals, addenda and bid tabulations on the MITN Site at <http://www.govbids.com/scripts/mitn/public/home1.asp>

Sealed bids marked "**B/05/222, ZOO CENTRAL CORE CONSTRUCTION PROJECT, PHASE I**" will be accepted at the City of Lansing, Finance Department, Purchasing Section, 8th floor, City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933 until, but not later than 3:00 PM local time in effect **April 14, 2005**, at which time and place the bids will be publicly opened and read aloud.

A Bid Guaranty (in accordance with Federal Circular No. 570) in the amount equal to but not less than 5% of the total amount of the proposal shall accompany all bids. Certified checks, bank drafts, negotiable U.S. Government Bonds (at par value), Small Business Administration Guaranteed Securities, or a Bid Bond will be acceptable. (See page 3 of specifications for complete requirements for Bid Guaranty). Bonding agencies must be approved for doing business in the State of Michigan. **No "off-shore" bonding agencies will be accepted.**
******Two (2) copies of the bid proposal section required.******

Plans and specifications of the work to be completed may be picked up after March 15, 2005, from or checks mailed to the Capital City Reprographics, phone number (517) 482-5431, located at 1110 Center Street, Lansing, MI 48906. A non-refundable charge of \$70.00 will be made for each set of plans. An additional pre-paid non-refundable charge of \$20.00 will be made for mailing plans if requested. Plans are available for inspection at Builders Exchange of Greater Lansing, 1240 E. Saginaw, Lansing 48906 and Construction Association of Michigan, 43636 Woodward Av. Bloomfield Hills, Michigan; Daily Construction Reports, 40000 Grand River Avenue, Suite 404, Novi, Michigan 48375; Builders Exchange, 4461 Cascade Rd. SE, Grand Rapids, Michigan 49546; F. W. Dodge, 1311 S. Linden Rd. Suite B, Flint, Michigan 48532. Construction News Service of Michigan, Inc., 1793 R.W. Berrends Dr. SW, Grand Rapids, MI 49509.

General contractors shall attend a **MANDATORY Pre-Bid meeting**. **Any general contractor who fails to attend this meeting will be disqualified from bidding this project. Sub-contractors are not required to attend, but may do so. This meeting will begin at 10 AM, local time in effect March 23, 2005, at the Safari Room, Discovery Center, Potter Park Zoo, 1301 S. Pennsylvania Avenue, Lansing, MI.** Bidder's representative at the meeting shall be solely responsible for insuring the Bidder's name, complete address and phone number appearing clearly and correctly on the City's attendance roster. Any addendums sent out are based on the accuracy of this attendance roster. **Vendors in attendance at this meeting shall be responsible for confirming the existence of any addenda prior to the bid opening.** Any proposal received from a bidder whose name does not appear on the City's attendance roster may be declared non-responsive and their bid not opened.

The City reserves the right to accept any bids, to reject any or all bids and to make the award in the best interest of the City.

The City strongly recommends that plans and specifications be picked up and reviewed PRIOR to the pre-bid meeting in order for the contractor's to be prepared to make comments or ask questions regarding concerns based on their review of the plans and specifications.

Any changes made to the plans and/or specifications shall be made in the form of an Addenda prepared by the City of Lansing and mailed to each plan holder. All addenda shall become part of the Contract Document and all bidders shall be bound by such Addenda, whether or not received by the Bidder. All addenda received shall be listed on the outside of the bid envelope by number, and date received. Any proposal received without each addendum listed by number on the outside of the bid proposal envelope, may be declared a non-responsive bid.

WORK TO BE PERFORMED AT THE POTTER PARK ZOO, 1301 S PENNSYLVANIA AVENUE, LANSING, MICHIGAN

MAJOR CONTRACT ITEMS INCLUDE:

- CONSTRUCTION OF FOX EXHIBIT
- CONSTRUCTION OF OTTER EXHIBIT
- HOLDING BUILDING
- VISITOR VIEWING AREA
- CIRCULATION ROUTES
- SITE AMENITIES
- SITE RESTORATION
- SITE PREPARATION
- SOIL STABILIZATION
- SITE DRAINAGE
- ARTIFICIAL FORMATIONS
- AND AS PER ALL TECHNICAL REQUIREMENTS OF BID PACKAGE
- CARPENTRY
- EXHIBIT ENCLOSURES
- PLUMBING
- BOARDWALK
- GLAZING
- PAINTING
- PLANT MATERIALS
- EARTH WORK
- FENCING
- PAVING

SPECIAL NOTE: The City of Lansing's Code of Ordinances, Section 206.07 (b) allows for the removal of a vendor's name from our mailing list if they have not responded to our last two (2) bid requests. If you have not responded to our last two (2) invitations to bid, and we do not receive a response to this bid or a request from you to remain on our bidder's list, your name will be removed from our vendor's list.

If you have any questions please contact John Green, Senior Buyer, at (517) 483-4129. Technical questions should be directed to Dick Schaefer, Architect, at (517) 483-4383. The City of Lansing encourages bids from all vendors including MBE/WBE vendors.

Attention Bidders

Effective June 21, 2002, the Mayor renewed the Executive Order creating a preference for Lansing based businesses. The Executive Order will be in effect until December 31, 2005.

Qualifications for Lansing Based Business status:

- 1) Pay City income taxes on Net Profits
- 2) Pay City property taxes on a plant or office and equipment used for the performance of the contract bid upon - or - other real or personal property in the City of Lansing equivalent in value to such plant or office and equipment for not less than one year prior to determination.

Preference Statement:

A Lansing based business that has been deemed responsive and responsible according to the requirements of the Purchasing Ordinance that is within 5% of the low bid will be given an opportunity to match the low bid amount to receive the contract. If there is more than one qualified, responsive and responsible Lansing based bidder, the first opportunity to match the low bid will go to the Lansing based firm with the lowest bid.

If the Lansing based business refuses to match the low bid, the contract will be awarded to the responsive and responsible low bidder.

Additional Information:

The full copy of the Executive Order is on file in the Purchasing Offices, the City Clerk's office or on the City of Lansing Purchasing Web site located at:

<http://finance.cityoflansingmi.com/purchasing>

Solicitation Number: B/05/222

Solicitation Name: ZOO CENTRAL CORE CONSTRUCTION PROJECT, PHASE I

The City of Lansing Purchasing Office is collecting information regarding the use of the MITN e-procurement system. We are also collecting demographic information regarding woman-owned, minority-owned and Lansing based business. This form will not be used during the evaluation of bids or proposals. You may return this sheet in your bid envelope or mail it back separately. Please, do not staple this to your bid document.

I. Where did your firm receive of this solicitation? Please check all that apply.

City of Lansing Purchasing Web Page <http://www.govbids.com/scripts/MITN/public/home1.asp>

City of Lansing Purchasing Office

Other, please

list: _____

II. Demographic Information:

Is your firm located or have a business office within the corporate city limits of Lansing
yes _____ no _____

Is your firm owned (at least 51% ownership), operated and controlled by a member of the following minority groups? If so, please check all that apply:

African-American

Hispanic-American

Native-American (American Indian, Eskimo, Aleut, Native Hawaiian)

Asian-Pacific

Asian-Indian (India, Pakistan and Bangladesh)

Disabled-Owned

Is your firm owned (at least **51%** ownership), operated and controlled by a female: Yes _____ No _____

III. Company Information

Firm Name

Address (Street, City, State, ZIP)

Phone Number

Fax Number

Web Site Address

Contact Person

Thank you for your participation.

CITY OF LANSING, MICHIGAN
DEPARTMENT OF LANSING PARKS AND RECREATION

INSTRUCTIONS TO BIDDERS
FORM OF PROPOSAL
AGREEMENT
BONDS
SPECIFICATIONS

FOR THE CONSTRUCTION OF
POTTER PARK ZOO CENTRAL CORE EXHIBITS - PHASE I

B/05/222

Murdock Jemerson
Parks and Recreation Director

Dick Schaefer
Landscape Architect

Bassett Associates
4010 Ada Road
Lima, Ohio 45801
419-221-0181 (phone)
419-221-0743(fax)

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BIDDERS CHECKLIST

BID PHASE: The BID SECTION shall be completed and submitted

<u>ITEM/(PAGE REFERENCE)</u>	<u>CHECK</u>
BID SECTION (9)	()
BID GUARANTY (11)	()
ADDENDA (12)	()
BIDDER'S SIGNATURE (12)	()
PAYMENT OF PREVAILING WAGE AND FRINGE BENEFITS (13)	()
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (14)	()
AFFIDAVIT FOR NON-SEGREGATION FACILITIES (15)	()
LIST OF SUBCONTRACTORS (16)	()

AWARD OF CONTRACT PHASE: After a contractor has been selected, the following paperwork shall be submitted:

<u>ITEM/(PAGE REFERENCE)</u>
STATEMENT OF BIDDER'S QUALIFICATIONS (17)
FORM OF AGREEMENT (19)
CERTIFICATION (21)
PERFORMANCE AND PAYMENT BOND (OR BONDS) (21)
STATEMENT OF NON-COLLUSION FOR SUBCONTRACTORS (24)
BREAKDOWN OF CONTRACT PRICE (25)
PROGRESS SCHEDULE (25)
PAYMENTS (26)
INSURANCE (38)
GENERAL GUARANTY (39)

NOTICE TO PROCEED

When the above-listed paperwork has been satisfactorily signed and submitted, a Notice to Proceed will be issued by the **City of Lansing**.

WORK SITE LOCATION

The location of the proposed construction for the project known as POTTER PARK ZOO CENTRAL CORE EXHIBITS - PHASE I, located at 1301 S. Pennsylvania Avenue.

And as described below:

Work task will involve the construction of the Fox and Otter exhibit areas, holding building, visitor viewing/circulation routes and other site amenities.

INSTRUCTIONS TO BIDDERS

1. USE OF BID SECTION

These Contract Documents contain a complete BID SECTION and FORM OF AGREEMENT for the convenience of bidders. These Contract Documents may be retained by the bidder.

The separate enclosed copy of the BID PACKAGE (Pages): BID SECTION (9) through LIST OF SUBCONTRACTORS (16) shall be completed in full and submitted by the bidder no later than the date and time specified in the NOTICE TO BIDDERS.

2. INTERPRETATIONS FOR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for interpretation shall be made in writing to the **City of Lansing** Purchasing Office. Only those written inquiries received ten (10) or more days prior to the date fixed for the opening of Bids will receive a response. Any interpretation made to a Bidder shall be in the form of an Addendum to the Contract Documents and, when issued, will be on file in the City Purchasing Office at least seven (7) calendar days before Bids are opened. All addenda will be mailed to each person holding Contract Documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidder. All addenda received shall be listed on the outside of the bid envelope. Any proposals received without each addendum listed by number and date received on the outside of the bid proposal envelope may be declared a non-responsive bid.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint itself with the existing conditions, the difficulties and the restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize itself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the City of Lansing will be justified in rejecting any claim based on facts regarding which it should have been on notice as a result thereof.

4. SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been submitted by the Bidder and had been received by the Purchasing Department at least seven (7) calendar days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of these substitution would require shall be included. The burden of proof of merit of the proposed substitution is upon the proposer. The City's decision of approval or disapproval shall be final.

If the **City of Lansing** approves any proposed substitution, such approval will be set forth in an Addendum or a letter from the **City of Lansing**. Bidder shall not rely upon approvals made in any other manner.

5. ALTERNATIVE BIDS

Alternative bids shall be clearly identified.

6. BIDS

a. All Bids must be submitted on Bid Proposal Forms supplied by the Owner and shall be subject to all requirements of the Contract Documents including the Drawings, and these INSTRUCTION TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, and all other forms which are so indicated to be signed at the time of bidding shall be enclosed in an envelope which shall be sealed and clearly labeled with the words:
" **B/05/222, POTTER PARK ZOO CENTRAL CORE EXHIBITS - PHASE I**",

Name of Bidder, and Date and Time of the Bid Opening in order to guard against premature opening of the bid. Any proposals received without each addendum listed by number and date received on the outside of the envelope including the bid proposal form may be declared a non-responsive bid.

c. The **City of Lansing** may consider as irregular any Bid on which there is an alteration of or departure from a Bid Form, as provided in the Bid Documents, and at its option may reject the same.

d. If the Contract is awarded it will be awarded by the **City of Lansing** to the lowest responsible Bidder on the basis of Section 206 of the City of Lansing Code Ordinances. The Contract will require the completion of the work pursuant to the Contract Documents.

e. Each Bidder shall include in its Bid, the appropriate spaces therefore, the cost of performing the work. The prices set forth in the bid by the bidder shall remain effective Ninety (90) days from the time of the bid opening.

f. Each Bidder shall include in its Bid the following information:

Principals:

Name
Title

Firm:

Name
Business Address
City, State and ZIP code
Telephone

7. BID GUARANTY

a. A certified check, bank draft, negotiable U.S. Government Bonds (at par value), Small Business Administration Guaranteed Securities, or a Bid Bond in an amount equal to not less than five percent (5%) of the total amount of the proposal shall accompany the bid. The Bid Bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be payable to the order of the **City of Lansing**. Cash deposits will not be accepted. The Bid Guaranty shall include the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Any Revised Bids, must be submitted before the time of the opening of bids, must be forwarded in person, and must be clearly identified as a revised Bid on the outside of the envelope. All Revised Bids representing an increase in excess of two percent (2%) of the original Bid must have the Bid Guaranty adjusted accordingly; otherwise the Bid may be deemed non-responsive.

c. Certified checks, bank drafts, or the amount thereof, Bid Bonds, and negotiable U.S. Government Bonds of unsuccessful Bidders will be returned as soon as practicable after the execution of the contract.

8. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the **City of Lansing** for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, to the effect that it has not colluded with any other person, firm, or corporation in regard to any Bid submitted. At the time of bid, a list of proposed subcontractors shall be provided.

b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTORS under GENERAL CONDITIONS, PART I.

9. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the **City of Lansing**, submit a STATEMENT OF THE BIDDER'S QUALIFICATIONS, its experience, its organization and equipment available for the work contemplated; and, when specifically requested by the City of Lansing, a detailed financial statement. The City of Lansing shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its

obligations under the Contract, and the Bidder shall furnish the **City of Lansing** all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of available evidence or information does not satisfy the City of Lansing that the Bidder is qualified to carry out properly the terms of the Contract, or where the bidder refuses or fails to furnish the **City of Lansing** with any evidence or information requested by the City.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Late bids will be returned to the Bidder un-opened.

12. OPENING BIDS

At the time and place fixed for the opening of Bids, the **City of Lansing** will cause to be opened and publicly read aloud every eligible responsive Bid received within the time set for receiving Bids. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening. The Bid guaranty of any Bidder withdrawing its Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACTS: REJECTION OF BIDS

- a. The Contract will be awarded to the lowest responsible Bidder as determined pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances, provided such Bid is responsive and it is in the best interests of the City of Lansing to accept it.
- b. The **City of Lansing** reserves the right to reject any and all Bids and to waive any irregularity in Bids received whenever such rejection or waiver is in its best interests. The Bidder to whom the Award is made will be notified at the earliest possible date.
- c. The **City of Lansing** reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with its own forces twenty-five percent (25%) of the work involved.
- d. The Contract shall not be considered executed unless signed by the Mayor after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller. In some cases, the Contract may be signed by the City Controller. Signatures on behalf of the City other than those cited above shall not constitute contract execution by the city and the contract shall be null and void.

15. EXECUTION OF AGREEMENT

AGREEMENT: PERFORMANCE AND PAYMENT BONDS: INSURANCE CERTIFICATES

- a. On or within ten calendar days subsequent to the date of the written notice of award the successful bidder shall execute and deliver to the **City of Lansing** an agreement in such number of copies as the **City of Lansing** may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall obtain a surety bond in a sum not less than 100% of the amount of the contracted cost as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by them in performing the work. Such bond shall, within the period specified in paragraph "a" above, bear the same date as, or date subsequent to that of the Agreement, but prior to the commencement of the work. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the sum shall be written the maximum specified for such company in said Circular 570. In addition, the successful bidder shall submit an insurance certificate evidencing the City of Lansing as co-insured for this project, the appropriate amounts and

providing for as least twenty (20) days prior notice of cancellation to be given to the City.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds and/or insurance within ten calendar days after the notice of the date of written award, or within such extended period as the City of Lansing may grant, shall constitute a default, and the **City of Lansing** may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall be responsible for the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the **City of Lansing** for a refund. The defaulting Bidder agrees that in addition to being responsible for the difference between the amount of the Bid and the amount which a contract for the work is subsequently executed for the City shall not be prohibited or have its rights to exercise any other rights or remedies available to the City under the law against the defaulting Bidder.

16. WAGES AND SALARIES

a. The successful Bidder shall comply with the prevailing wage and salary rates as required by the City of Lansing's Ordinance Section 206.18. The City shall have the right to audit payrolls. The successful Bidder shall submit weekly payrolls in order to verify compliance with federal, state and local Equal Opportunity Employment and affirmative action requirements, and prevailing wage rates. The successful Bidder upon being notified that it is in violation of Lansing Ordinance Section 206.18 and that an amount is due, shall pay the deficiency to the employees within 30 days from the date of the notification of the deficiency. The successful Bidder may be charged with a misdemeanor if it fails to pay the deficiency to the employees within 30 days from the date of the notice of the deficiency. If the successful Bidder is found guilty the successful Bidder shall:

1. Pay all wages and fringe benefits plus interest at 2% per month;
2. Pay the cost of collection by the City and;
3. The successful bidder shall be prohibited from bidding on or performing work as a subcontractor on or being awarded any contracts for the City for three (3) years from the date the successful bidder is found guilty.

b. For projects which are completely funded by local funds, the Minimum rates of pay are set forth for the City of Lansing, County of Ingham, State of Michigan by the U.S. Department of Labor. Copies are available from the City of Lansing Human Relations Department. The City requires submission of weekly payrolls from contractors to verify compliance with federal, state and local Equal Opportunity Employment and affirmative action requirements, and prevailing wage rates. Resolution of any disputes regarding work classifications on projects completely funded by local funds will be the responsibility of the Human Relations Director. All parties to the dispute will be given ample opportunity to present their evidence. Requests for additional work classifications proposed to be used by the contractor, and which are not included in the U.S. Department of Labor wage determination utilized by the project will be submitted to the Human Relations Department prior to the start of construction. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates and work classifications.

c. Projects which are funded in whole or in part by federal funds shall be subject to the Davis-Bacon Act and U.S. Department of Labor area wage determinations, the rates of pay set forth under GENERAL CONDITIONS, are the minimum to be paid during the term of the Contract. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates and work classifications.

d. Failure on the part of the successful Bidder to comply with any provisions of this agreement shall be deemed a material breach of this contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, color, religion, sex, or national origin as required by the **City of Lansing's** Ordinance Section 206.21 (see Equal Opportunity Provisions).

MBE/WBE/HBE and LOCAL PARTICIPATION

It is the desire of the City to have increased participation by minority owned business enterprises (MBE), women owned business enterprises (WBE), and handicapper owner business enterprises (HBE) firms as well as City residents in the City's construction projects. In order to fulfill this desire, the City requests that vendors comply with several voluntary goals:

- 25% of total project hours performed by City residents
- 15% of subcontracted work performed by local subcontractors
- 19.03% workforce minority
- 17.51% workforce female

In order to achieve these goals, the City requests that the bidders of our construction projects participate in the following activities as well as any other activities the bidders feel will be of assistance in achieving these goals:

- Advertise regarding the timing and content of the projects.
- Advertise in local newspapers, trade publications and submit bid notices to MBE/WBE/HBE and local firms.
- Promote local piping, concrete, paving material and related suppliers.
- Hold informational meetings with local subcontractors regarding bonding and insurance requirements.
- Prequalify local subcontractors and suppliers
- Encourage all bidding contractors to maximize their local participation
- Cooperate with the City Human Relations Department and the City's recruiter in locating firms who can qualify as a subcontractor for the City's construction projects.

The City will have the following resources and/or programs available to assist the bidders in complying with these goals:

- A list of firms and agencies for mailing and advertisement.
- Human Relations and the City Recruiter will have available applications/inquiries by City residents to work on the projects.
- Formulate informational meetings for City residents and MBE/WBE/HBE firms to attend in order to communicate directly with bidder's staff and submit applications to the bidder's firms.

As part of your bid, you must submit specific project plans to meet the goals listed above. In addition, local utilization of subcontractors, suppliers and employees will be evaluated based on "good faith" efforts to solicit and award contracts to such firms/employees. These "good faith" efforts will be monitored by the City's Human Relations and Community Services Department.

Affirmative Action Plan as amended, which states (Affirmative Action Plan for Non-Federally Funded Efforts Part III(3)):

It is the responsibility of each contractor who falls within the terms of the Paragraph #1 to develop goals and objectives for the effective utilization and employment of minorities and women; establish realistic timetables for achieving goals and objectives; and develop a system to measure and evaluate the equal opportunity progress.

and Part III (8) which states:

An intensive effort will be initiated to bring minority entrepreneurs into the bidding process.

As part of this proposal, the bidder must submit specific project plans to meet these goals.

These plans will be evaluated on the bidder's "good faith" efforts to have a work force goal for minorities of a minimum of 19.03% and a female goal of 17.51%.

In addition, plans for WBE, MBE and HBE participation will be evaluated based on "good faith" efforts to solicit and award contracts to such firms, and will be monitored by the City's Human Relations and Community Services Department.

Documentation of efforts identified above will be required of the awarded contractor, and are to include their subcontractors.

The City also recognizes that there are local individuals and firms well qualified to participate to a significant degree in our construction projects and their involvement is encouraged by the City of Lansing as being in the overall best interests of these projects.

18. DEFAULT TO CITY

It is understood that any Bidder who is in default to the City at the time of opening of the Bid shall have the Bid declared null and void.

19. SIGNATURES

All bids, notifications, claims and statements must be signed as follows:

- a. Corporations: Signatures of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation. Each signature must be witnessed and notarized.
- b. Partnerships: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing signing to bind all partners. If bid is signed by all partners no authorization is needed. Each signature must be witnessed and notarized.
- c. Individual: No authorization is needed, but signatures must be witnessed and notarized.
- d. All bidders prior to submission of their bids shall complete and sign the Bid Proposal form, Statement of Prevailing Wage and Fringe Benefit form, Non-collusion and Non-segregation Affidavit of Prime Bidder forms, Bid Bond and Power of Attorney forms from your bonding firm. All subcontractors must sign forms for submittal within this period as well.

20. TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the terms of the lease.

Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Contractor.

21. SAFETY RULES AND REGULATIONS

It is understood that the Contractor shall perform all work under this Contract in accordance with all applicable provisions, policies, rules and standards of the Michigan Occupational Safety and Health Act (MIOSHA), being act 154 of Public Acts of 1974, as amended. Failure to comply with any applicable provisions, policies, rules and standards of the Michigan Occupational Safety and Health Act (MIOSHA), being Act 1511 of the Public Acts of 1974 and as amended shall constitute a material breach of this contract.

22. CITY ORDINANCE AND CHARTER REFERENCES

All **City of Lansing** ordinances and Charter sections applicable to this Contract are available at the Lansing City Clerk's office for the Contractor's inspection and review, and the Contractor understands that it is its sole responsibility to understand and fully comply with all applicable **City of Lansing** Ordinance and Charter sections.

23. NOT TO EXCEED OR NON-APPROPRIATION

The Contractor hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof.

BID SECTION

BID PROPOSAL FORM, Page 1

UNIT PRICES

The unit prices for each of the several items in the proposal of each bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the method to determine deductions or extras to the contract. Any bid not conforming to this requirement may be rejected as irregular. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limits will be fixed for such increased or decreased quantities nor extra compensation be allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty five percent (25%) except for work not covered in the Drawings and Technical Specifications.

PROPOSAL

The undersigned, hereinafter referred to as CONTRACTOR, proposes to furnish all labor, materials, equipment, facilities and supervision required for completion of the PROJECT IN STRICT ACCORD with the General Conditions, Specifications, and Drawings, as prepared by the City of Lansing; which documents have been examined, and according to site conditions which exist and agrees that it will accept as payment in full the following sum:

_____ \$

FIRM NAME

BY _____ DATE
(Bidder's Signature)

_____ TITLE
(Printed Name of Signatory)

For purposes of determining which proposal will be selected by the City, the proposals received will be compared on the basis of the summation of the products of the quantities of items listed and the unit prices bid. In the case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and the unit prices, the unit prices as written in the proposal shall govern, and any errors found in said computations will be corrected.

UNIT ITEM LIST

Item	Description	Unit	Unit \$	Item	Description	Unit	Unit \$
1.	Mobilization (not to exceed 5%)	LS	_____	6.	Lawn Seeding	SY	_____
2.	4" Perforated Underdrain	LF	_____	7.	Compacted Stone Base	Ton	_____
3.	3" PVC Sleeves Under Pavement	LF	_____	8.	2" x 6" Cedar Decking	SF	_____
4.	Stone Service Drive Pavement	SY	_____	9.	Hot Grass (Otter)	LF	_____
5.	2' x 6" Composite Decking	SF	_____				

THIS PAGE LEFT FOR BID ITEMS

BID GUARANTY

A certified check, negotiable U.S. Government Bonds (at par value), Small Business Administration Guaranteed Securities, a Bid Bond or a bank draft in an amount equal to not less than five percent (5%) of the Bid Proposal payable to the Owner which may be retained by the Owner if the undersigned fails to execute the contract and furnish the required bond within 10 days after receiving notice of award, accompanies this proposal. Bidder agrees that the City shall not be prohibited or have waived its rights to exercise any other rights or remedies available to the City under the law if the Bidder fails to execute the contract and furnish the required bonds and/or proof of general liability insurance within ten (10) calendar days after receiving notice of the award.

Any bid bond accompanying this Proposal will automatically obligate the bonding company issuing such bond to furnish Performance and Labor and Materials Bonds in the event that Contractor is the successful bidder, regardless of any stipulation in the bond to the contrary.

PERFORMANCE BOND

The undersigned Bidder represents to the City and the City relies on the Bidder's reputation that, if awarded the Contract, the Bidder will deliver to the Owner a satisfactory Performance and Payment Bond, in the full amount (100%) of the total Contract price, within ten (10) calendar days after the prescribed forms are presented for signature or within the time granted by the City Purchasing Director. The cost of the Bond shall be included in the Total Bid Price contained in this proposal

The Contractor represents to the City and the City relies on the representations that all Federal, State and Local taxes of whatever character and description are included in this Bid Proposal.

TIME OF COMPLETION

The Bidder agrees that time is of the essence, and Contract completion shall be 240 days from written notice to proceed.

CONTRACTOR'S DUMP SITE: (Location of Dump Site for Waste Material)

NOTE: For City of Lansing projects, according to P.A. 641, ALL MATERIALS THAT MUST BE DISPOSED OF IN A LANDFILL, MUST BE SENT TO THE APPROPRIATELY LICENSED LANDFILL IN INGHAM, EATON OR CLINTON COUNTIES ONLY.

ADDENDA

The Contractor acknowledges receipt of the following Addenda covering revisions to the drawings and/or Specifications, and the full cost, if any, of such revisions has been included in

Addendum Number _____ Dated

Addendum Number _____ Dated

Addendum Number _____ Dated

ANY BID PROPOSAL RECEIVED WITHOUT EACH ADDENDUM LISTED BY NUMBER AND DATE RECEIVED ON THE OUTSIDE OF THE BID PROPOSAL ENVELOPE MAY BE DECLARED A NON RESPONSIVE BID.

BID TO REMAIN FIRM

It is understood that all bids are binding for Ninety (90) calendar days from the date of bid opening and that the owner may reject any and all bids.

FIRM NAME

FEDERAL IDENTIFICATION NUMBER

ADDRESS

BY _____ TITLE
(BIDDER'S SIGNATURE)

_____ DATE
(Printed Name of Signatory)

TELEPHONE NUMBER () -

PRINCIPLES OF FIRM

NAME _____ NAME

TITLE _____ TITLE

NAME _____ NAME

TITLE _____ TITLE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____, County of _____.

_____, being first duly sworn, deposes
(NAME) and says that:

(1) He / she is
the _____, of _____.
(TITLE) (COMPANY NAME)

(2) He / she is fully informed respecting preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and not a collusive or sham bid;

(4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has any way colluded, conspired, connived, or agreed directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the **City of Lansing** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNATURE)

(TITLE)

Subscribed and sworn before me

This _____ day of _____, 20

Signature of Notary Public

Name of Notary _____,

County _____, Commission Expiration _____.

LIST OF SUBCONTRACTORS

The undersigned certifies that the Bidder whose name appears on this proposal has permission to use our name as Subcontractor for performing the items designated, if no subcontractor is named the contractor must perform the work with his own force:

<u>Designated Items</u>	<u>Name of Contractor or Subcontractor Doing Work</u>
Excavation/Grading	NAME _____ ADDRESS _____ Telephone _____
Masonry	NAME _____ ADDRESS _____ Telephone _____
Carpentry	NAME _____ ADDRESS _____ Telephone _____
Electrical	NAME _____ ADDRESS _____ Telephone _____
Mechanical/Plumbing	NAME _____ ADDRESS _____ Telephone _____
Rock-work (Artificial Formations)	NAME _____ ADDRESS _____ Telephone _____
Landscape	NAME _____ ADDRESS _____ Telephone _____

STATEMENT OF BIDDER'S QUALIFICATIONS
(TO BE SUBMITTED BY THE BIDDER UPON THE REQUEST OF THE
CITY OF LANSING)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate, attached sheets. The Bidder may submit any additional information it desires.

1. Name of Bidder.
2. Permanent main office address.
3. Date Organized.
4. If a corporation, where and when incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand (schedule these showing gross dollar amount of each contract and the appropriate anticipated dates of completion and the location of the work).
7. General character of work performed by you.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects completed by your company within the past three years, stating the approximate cost for each and the month and year completed and the location of the work.
11. List your major equipment and number of full time employees available for this contract.
12. State your experience in construction work similar in terms of cost and size to this project.
13. Describe the background and experience of the principal members of your organization, including the officers.
14. Supply three (3) references that can be contacted and can illustrate the capability of the company and staff:

I. Project:

Contact Person:

Telephone:

II. Project:

Contact Person:

Telephone:

III. Project:

Contact Person:

Telephone:

15. Credit Available:

16. Bank Reference:

17. Will you, upon request, fill out a detailed confidential financial statement and furnish any other information that may be required by the City of Lansing?

The undersigned hereby authorizes and requests any person firm or corporation to furnish any information requested by the City of Lansing in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signed at

this _____ day of _____ 20_____.

(NAME OF BIDDER)

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn

deposes and says that he/she is _____(TITLE)
of _____(COMPANY)
and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me
this _____ day of _____, 20

Name of Notary

Signature of Notary

County _____ Commission Expiration

FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____,
by and between THE CITY OF LANSING, MICHIGAN, hereinafter called the "**City of Lansing**" and
_____, () a corporation
_____, () a partnership
_____, () an individual

hereinafter called the "Contractor";

WITNESSETH, that the **City of Lansing** and the Contractor for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The Contractor shall furnish all labor and materials and perform all work in accord with the Contract Documents as prepared by the **City of Lansing**, and identified below in Article 3.

ARTICLE 2. THE CONTRACT SUM: The **City of Lansing** shall pay the Contractor for performance of the Contract in current funds, subject to additions and deductions as provided in Conditions to the Contract, the total sum of

_____ Dollars (\$_____)

ARTICLE 3. CONTRACT DOCUMENTS: The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Instruction to Bidders
- d. Signed Copy of Proposal
- e. Statement of Payment of Prevailing Wage
- f. Noncollusion Affidavit
- g. Statement of Non Segregated facilities
- h. General Conditions
- i. Special Conditions
- j. Technical Specifications
- k. Drawings (as listed in the Schedule of Drawings)
- l. Insurance Certificates
- m. Notice to Proceed
- n. Bid, Performance, and Payment Bonds
- o. Wage Decision

This AGREEMENT, together with the other documents enumerated in Article 3, which, with said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the complete Contract between the parties hereto. Any terms or the conditions not set forth herein shall not be binding on either party to this agreement. In the event that any provisions in any other component part of this Contract conflicts with any provisions of any other component part, the provisions of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. This Agreement or any of its terms or conditions cannot be modified, amended or waived unless in writing and executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in 5 original copies on the day and year above written.

ATTEST: _____ CONTRACTOR

_____ By _____
Witness Contractor's Authorized Signature

Contractor _____
Address _____
City/State/Zip _____
Telephone _____

CITY OF LANSING, a
Michigan Municipal corporation

_____ BY _____
Witness Tony Benavides, Mayor

APPROVED AS TO FORM ONLY:

By _____
City Attorney

I hereby certify as to the availability of the funds in account
number: _____

By _____
City Controller

CERTIFICATION

I, _____, certify that I am
the _____ (TITLE)
of the corporation, partnership, or proprietorship named as
Contractor herein; that _____ (NAME)
who signed this Agreement on behalf of the Contractor was then
the _____ (TITLE) of the corporation,
partnership, or proprietorship; that said Agreement was duly signed for and in behalf of said
_____ (FIRM NAME)
by authority of its governing body, and is within the scope of its corporate, partnership, or proprietorship powers.

CORPORATE SEAL

Signed:

Name:

Title:

(Strike out business forms not applicable and initial.)

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory surety bond or bonds to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) in the bond(s), each bond should be countersigned by the Surety Company's attorney-in-fact, authorized to act within the state in which the Project is situated.

GENERAL CONDITIONS

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract documents executed by the **City of Lansing** and the Contractor, of which these GENERAL CONDITIONS, PARTS I and II form a part.
- b. The term "City", "Owner" or a specified Department thereof means the **City of Lansing**, Michigan which is authorized to undertake this Contract.
- c. The term "Contractor" means the bidder whose proposal is accepted by the City and/or the person, firm, or corporation entering into the Contract Documents.
- d. The term "Engineer" means the Lansing Parks and Recreation Department Director or his authorized representative.
- e. The term "Local Government" means the **City of Lansing**, Michigan, within which the Project Area is situated.
- f. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings), Supplemental Safety Specifications for Accident and Fire Prevention, Supplemental Specifications for Division I and Division II, "Special Provisions", and detail sheets and maps as required.
- g. The term "Drawings" means the drawings listed in the Schedule of Drawings.
- h. The term "Technical Specifications" means the part of the Contract Documents which describes, outlines and stipulates: the quality of materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- i. The term "Addendum" or "Addenda" means any changes, revisions, or clarifications of the Contract Documents which have been duly issued by the **City of Lansing** to prospective Bidders prior to the time of receiving Bids.
- j. The term "Provide" as used herein shall be defined to mean "furnish and install, complete in place and ready for operation and use".
- k. Architect: The term "Architect" where used throughout these documents shall be construed to represent Landscape Architect. The Landscape Architect then assume all responsibilities as delegated herein specifically to The "Architect", unless otherwise so instructed. Where the term "Architect" is used in these specifications it shall mean a member of the Landscape Architect's firm or its authorized representative.
- l. Landscape Architect: Bassett Associates, 4010 Ada Road, Lima, Ohio 45801.
Phone:419-221-0181.

102. SUPERINTENDENCE BY CONTRACTOR

- a. The Contractor shall provide a competent superintendent, satisfactory to the **City of Lansing**, on the work site at all times during working hours with full authority to act for him. The Contractor shall provide an adequate and properly trained staff for the proper coordination and expediting of its work.
- b. The Contractor shall lay out its own work and shall be responsible for all work executed under the contract. All figures and elevations shall be verified by the contractor before proceeding with the work and the contractor shall be held solely responsible for any error resulting from its failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any subcontractor, or permit any subcontractor to perform any work included in this contract, until it has submitted a non-collusion affidavit from the subcontractor in the form shown below and have received prior, written approval of such subcontractor from the City of Lansing.
- b. The Contractor shall be fully responsible to the City of Lansing for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them.

c. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract.

d. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City of Lansing**.

103.1 STATEMENT OF NON-COLLUSION FOR SUBCONTRACTORS

State of _____)
) ss
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He / she is _____ of hereinafter referred to as the "Subcontractor";
- (2) He / she is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the Contract pertaining to the Project, POTTER PARK ZOO CENTRAL CORE EXHIBITS - PHASE I, in Lansing, Michigan;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties including this affiant, has in anyway colluded, conspired, connived or agreed, directly or indirectly, with any bidder, firm, person to refrain from submitting a Proposal in connection with such act, or has in any manner, directly or indirectly sought by unlawful agreement or connivance with any Bidder to fix any overhead profit or cost element of the price or price in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Lansing** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:
Subscribed and sworn to before me
this _____ day of _____, 20____
Signature of Notary _____
Name of Notary _____,
County of _____,
Commission Expiration _____.

104. OTHER CONTRACTS

The City of Lansing may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the City of Lansing. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or natural men engaged upon this Contract. He shall be prepared to guarantee to each of its subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer, loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by

agreement or arbitration.

107. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, transportation, and other facilities necessary for the execution of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall enforce strict discipline and good order among its employees, and shall not employ anyone not skilled in the work assigned to him.

108. UNIT PRICE, PROGRESS SCHEDULE AND NOTICE TO PROCEED

a. **BREAKDOWN OF CONTRACT PRICE:** When requested by the City the Contractor shall furnish a complete breakdown of the work, so arranged and itemized as to meet the approval of the City. When approved, this breakdown shall form the basis for determining the amount of partial payments to the Contractor.

b. **PROGRESS SCHEDULE:** The Contractor shall promptly submit to the City a carefully considered progress schedule, showing the proposed dates of starting and of finishing each of the major subdivisions of the work shown in the cost breakdown. The schedule shall also show percentage of completion on the first of each month and shall show that all work is to be completed within the contract time. Said progress schedule shall be attached to this Contract and will become a part of this Contract. Failure to submit a progress schedule to the City which meets with City approval shall constitute a material breach of this Contract.

c. **Notice to Proceed:** After execution of the Agreement, a written Notice to Proceed will be issued to the Contractor. contractor shall notify the **City of Lansing** in writing of the beginning of construction. When contracts having federal funding are involved, the Human Relations Department will so notify the implementing department in writing when all federal guidelines are met.

109. PAYMENTS

a. The Contractor hereby designates _____ who will submit written requests for any progress payments to _____ of the City. The Contractor agrees that failure on the part of the Contractor's representative to submit a written request for progress payments to the City representative designated in this agreement and at such times as provided in this agreement shall not constitute a valid progress payment request and need not be honored by the City. The Contractor further agrees that failure to submit a proper payment request shall not entitle the Contractor to any interest on the amounts past due in the contractor's next request for payment.

The Contractor agrees that the partial payment request shall consist of the cost of work certified as completed to the date as estimated in the "Breakdown of Contract Price" subject to the deductions of:

(1) ten percent (10%) of the dollar value of work in place or ten percent (10%) of fifty percent (50%) of the total contract amount, whichever is less, and

(2) the amount of previous payments to the Contractor, and

(3) ten percent (10%) of the dollar value of work which is certified as more than fifty percent (50%) in place, if the City in its sole discretion determines that the Contractor is not making satisfactory progress, or that the Contractor is not performing the Contract in a satisfactory manner. The Contractor agrees that the City shall have the option to submit any dispute concerning whether the Contractor is making satisfactory progress or is not performing the Contract in a satisfactory manner and is thus entitled to continue withholding ten percent (10%) as retainment to a third party. The Contractor agrees that for purposes of this section the word "unsatisfactory" shall mean that the Contractor is failing to comply with any section of this contract or with any part of the project schedule submitted by the Contractor which schedule has been approved by the City.

The City shall deposit any retained funds in an interest bearing account in the City of Lansing's name, and the Contractor agrees to pay all expenses regarding the deposit, investment, and administration with the interest

bearing account and all other charges associated with the interest bearing account. The Contractor agrees that the City shall have sole control over the interest bearing account. The Contractor agrees that the interest rate paid on a regular passbook savings account at any federally chartered financial institution shall be the proper and reasonable interest which shall be paid on any retainment of the Contractor.

If this Contract has a total estimated dollar value of less than thirty thousand dollars (\$30,000) or this Contract provides for three or fewer payments or does not involve the construction, alteration, demolition or repair of a City facility, or involves the use of state or federal monies, whether in whole or in part, then any payments made pursuant to written partial payment requests by the Contractor shall consist of the cost of work certified as completed to such date as estimated in the "Breakdown of Contract Price" subject to the deductions of:

- (1) ten percent (10%) of the sum to be retained until final payment, and
- (2) the amount of previous payments to the contractor.

At any time after 95% of the written contract is complete and at the request of the original contractor, the City may reduce the retainage to an amount not less than the value of the work to be completed.

b. Final Payments: After the final inspection by the **City of Lansing** of all work under the Contract, the Contractor shall prepare its requisition for final payment and submit it to the Owner's Representative for approval. The final payment shall consist of the total cost of all work, as adjusted in accordance with approved change orders, less all previous payments to the Contractor and subject to withholding of any amount due the **City of Lansing** under "Liquidated Damages", Section 112 of the GENERAL CONDITIONS, if applicable less the costs of depositing, investing and administering the retained amount or any other costs associated with the interest bearing account.

It is further agreed that before final estimate or payment is made, the Contractor will furnish a release from the Board of Water and Light to the **City of Lansing** as evidence that all claims of the Board have been satisfied whether or not such claims are due to its or its Subcontractor's negligence, purchases or other debt incurred during the performance of this Contract; that in case said release be not furnished by aforesaid Contractor, such sums as the City may deem necessary to meet claims of said Board will be retained by the City from monies due or to become due the Contractor under this contract and claims of said Board shall be fully discharged and said release furnished by the City.

c. Withholding Payments: The **City of Lansing**, before making any payment, will require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any Subcontractor, if this is deemed necessary to protect its interest. The **City of Lansing**, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates: Each payment to the Contractor by the City of Lansing shall be made subject to the following:

- (1) Submission by the Contractor of all written certifications required of it and its Subcontractors under GENERAL CONDITIONS, and
- (2) No payment made under the Contract shall act as a waiver of the right of the City of Lansing to require the fulfillment of all of the terms of the Contract. The City reserves the right to issue joint warrants naming the prime and subcontractors when such action is in the interest of the City.

e. The Contractor shall not withhold any retainage from payments to suppliers unless there is an executed written agreement to that effect between the Contractor and the supplier.

110. CHANGES IN THE WORK

a. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or Supplemental Schedule of Unit Prices submitted with a lump-sum bid) the **City of Lansing** shall order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that, in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%).

b. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the **City of Lansing** shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from them covering the work involved in the change. The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the terms described in paragraph (e).

c. The allowance for overhead and profit combined, included in the total cost to the owner, shall not exceed 15% of the cost whether or not the work is done by the contractor, a subcontractor, or a sub-subcontractor.

The cost to which overhead and profit is to be applied shall be determined in accord with paragraph (d).

d. Cost, overhead, and net value shall be described as follows:

(1) Cost shall be limited to the following: Cost of materials, including sales and use taxes and the cost of delivery, cost of labor, including social security, old age and unemployment insurance, and fringe benefits under collective bargaining agreements; Worker's Compensation insurance; bond premiums; and rental value of power tools and equipment.

(2) Overhead shall include the following: Supervision, superintendence, wages of timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost".

(3) If the net value of a change results in a credit from the subcontractor, the credit shall be the net cost without overhead and profit.

e. After reviewing the proposals, the procedures will be as follows:

(1) If the proposal is acceptable the **City of Lansing** will prepare the change order in accordance therewith for acceptance by the Contractor.

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the **City of Lansing** may reject the proposal and order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus a percent of said net cost to cover overhead and profit as quoted on the Proposal Form the total cost not to exceed a specified limit.

f. Each change order shall include:

(1) a detailed description of the change being requested,

(2) the Contractor's proposal,

(3) a statement as to the resulting change in the contract, and

(4) a statement that all work shall be performed in accord with contract requirements, except as modified by change order.

111. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by drawings or otherwise, involve extra cost or extension of time, beyond the approved progress schedule, it shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the **City of Lansing**, stating clearly and in detail the basis of its objections. No such claim will be considered unless so made.
- b. Any discrepancies which may be discovered between actual conditions and those represented by the Drawing, shall at once be reported to the **City of Lansing** and work shall not proceed, except at the Contractor's risk, until written instructions have been received by them from the **City of Lansing**.
- c. If, on the basis of the available evidence, the **City of Lansing** determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in Section 110, CHANGES IN THE WORK, GENERAL CONDITIONS, PART I.

112. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

- a. **Owner's Right to Terminate Contract:** If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus an extension thereof as provided in these Contract Documents, or if it should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or instructions of the Owner's Representative, or otherwise be guilty of a violation of any provision of the contract then the **City of Lansing** by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the **City of Lansing** may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the **City of Lansing** for any additional cost incurred by the **City of Lansing** in its completion of the work and they shall also be liable to the **City of Lansing** for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the **City of Lansing** may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore, and in such case the Contractor shall not be entitled to receive any further payment until the work is finished.
- b. **Liquidated Damages for Delays:** If the work is not completed within the time stipulated in TIME FOR COMPLETION, refer to General Conditions, Paragraph 134, including any extensions of time for excusable delays as herein provided or reductions in time due to omission of part of the work, the Contractor and its surety shall be liable and shall pay to the **City of Lansing** as fixed, agreed, liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed in the amount of **\$400 per calendar day**. The total liquidated damages shall be deducted from any final payment due and owing to the Contractor upon completion of the Project.

The Contractor shall commence work on or before the date to be specified by the Owner in a written "Notice to Proceed" and fully complete the project within the time stipulated in TIME FOR COMPLETION. As liquidated damages, the Contractor shall be charged **\$400 per calendar day**. The parties hereby acknowledge that time is of the essence for completion of the project on the date specified.

113. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the **City of Lansing**; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the **City of Lansing**. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract, in favor of all persons, firms, or

corporations rendering such labor or services or supplying such materials, tools, or equipment.

114. DISPUTES

a. All disputes arising under this Contract or its interpretation, except those disputes or claims covered by the FEDERAL STANDARDS PROVISIONS under GENERAL CONDITIONS, if applicable, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented, in writing, by the Contractor to the Owner's Representative and City Attorney for decision. All paper pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the **City of Lansing** of notice thereof.

b. If the Contractor does not agree with any decision of the **City of Lansing**, it shall in no case allow the dispute to delay the work but shall notify the **City of Lansing** that it is proceeding with the work under protest and it may then except the matter in question from the final release.

115. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of discrepancy in Drawings or Technical Specifications, the manner shall be immediately submitted to the **City of Lansing** for decision. Said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the **City of Lansing** for any additional information not already in its possession which should be furnished by the **City of Lansing** under the terms of this Contract, and which it will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of respective kinds for the purpose. Where equipment, materials articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the **City of Lansing** shall decide the question of equality.

b. The Contractor shall furnish to the **City of Lansing** for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. (See Section 116 hereof).

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, or a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except

as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as through printed therein.

e. The **City of Lansing** may require the Contractor to dismiss from the work site such employee or employees as the City of Lansing may deem incompetent, careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the **City of Lansing** promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City of Lansing. Any delay in work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the City of Lansing in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the projects will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the **City of Lansing's** right to demand full compliance with the Contract requirements. After actual deliveries, the City of Lansing will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the **City of Lansing** will have the right to cause their removal and replacement by proper materials or to demand and secure such preparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the cost of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish all tests without extra cost, including packing and delivery charges, and all samples required for testing purposes;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements; and
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

119. PERMITS AND CODES

a. The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances, and codes of the local, State and Federal Governments. All disconnections and demolition shall comply with all applicable ordinances and codes, including all written waivers. Before beginning the work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the City of Lansing. Where the requirements of the Drawings and the Technical Specifications fail to comply with such applicable ordinances or codes, the **City of Lansing** will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the Governing Body or Department) and make appropriate adjustment in the Contract Price. Should the Contractor fail to observe the foregoing provisions and do work at variance with any applicable ordinances or code including any written waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work

without cost to the City of Lansing, but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall pay for and secure from the appropriate department of the **City of Lansing** all permits for construction or demolition necessary under the local regulatory body or any of its agencies. Permits required by agencies other than the City shall be at the Contractor's expense unless so indicated in the bid.

c. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish, and trash on or off the Project Area.

d. The Contractor shall comply with the applicable laws and ordinances with respect to this project. The Contractor shall commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

120. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that Owner shall be responsible for all such loss when a particular process or the product of a particular manufacture or manufactures is specified, but if the Contractor has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to the Owner's Representative, and the City Attorney.

121. CARE OF WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the **City of Lansing**.

b. The Contractor may at its discretion provide watch persons, unless otherwise specified in Special Conditions.

c. In an emergency affecting the safety of life or property, on or adjoining the site, The contractor shall act, either at its own discretion or as instructed by the **City of Lansing** to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Lansing as provided in Section 110, CHANGES IN THE WORK, GENERAL CONDITIONS PT I.

d. Outside the scope of this project the Contractor shall not damage sidewalks, streets, curbs, pavements, utilities, structures, or any other property, either on or adjacent to the site. He shall repair at its own expense and in a manner satisfactory to **City of Lansing** any damages thereto caused by its operation.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the **City of Lansing** from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Lansing may become liable in consequence of such inquiry or damage to adjoining and adjacent structures and their premises.

122. ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to property, either on or off the site, which occur as a result of its fault or

negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Lansing may determine to be reasonably necessary. Machinery, equipment, and all other hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

123. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Lansing. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

124. USE OF PREMISES

- a. The Contractor shall confine its equipment, storage of materials, and operations to the project site or assigned areas if they are made available.
- b. The Contractor shall comply with all reasonable instructions of the **City of Lansing** and the ordinances and codes of the **City of Lansing** regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

125. REMOVAL OF DEBRIS, CLEANING, ETC.

All rubbish and debris shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times.

126. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the **City of Lansing** at any and all times during manufacture, construction or demolition and at any and all places where such manufacture, construction or demolition is carried on. The **City of Lansing** shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without change therefor. If the Contractor fails to proceed at once with correction of rejected workmanship or defective material, the **City of Lansing** may contract or otherwise have the defect remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the **City of Lansing**.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required (see section 118 hereof). All tests by the **City of Lansing** will be performed in such a manner as not to delay the work unnecessarily and shall be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the **City of Lansing** sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the **City of Lansing**, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the City of Lansing.

Should it be considered necessary or advisable by the City of Lansing at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or its subcontractors it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and

replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and it shall in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in the Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards to the following: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing approval nor acceptance of the Work in whole or in part, by the **City of Lansing** or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

127. REVIEW BY CITY OF LANSING

a. The **City of Lansing**, its authorized representatives and agents, and appropriate Federal representatives (as defined under GENERAL CONDITIONS, if applicable) shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract; provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the **City of Lansing** through its authorized representatives or agents.

b. The City may also request submission of weekly payrolls from all contractors to verify compliance with federal, state and local Equal Opportunity Employment and affirmative action requirements.

128. FINAL INSPECTION

When work is substantially completed, the Contractor shall notify the **City of Lansing** in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City of Lansing having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the **City of Lansing** determines that the work is as represented, it will make the arrangement necessary to have final inspection commenced on the date stated in such notice or as soon thereafter as is practicable.

129. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove and correct all work identified by the **City of Lansing** as unacceptable. The Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the Owner. It shall bear the expense of making good all work of other contractors destroyed or damaged by such replacement.

130. DEDUCTION FOR UNCORRECTED WORK

If the **City of Lansing** deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents; an equitable deduction from the contract price will be made by agreement between the Contractor and the City of Lansing, and subject to settlement, in case of dispute, as herein provided.

131. INSURANCE

a. The Contractor shall carry or require that there be carried Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws.

b. The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public

Liability Insurance an amount not less than \$1,000,000.00 to protect the Contractor and its subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment in the construction of the improvements embraced in this Contract.

c. Property Damage Insurance: The Contractor shall procure and maintain during the life of the Contract and shall require each of its subcontractors pursuant to this Contract to carry Contractor's Protective Public Liability Insurance for property damage in an amount not less than \$1,000,000.00 for damages occurring or resulting from operations pursuant to this Contract.

d. All insurance carried shall name the **City of Lansing** as additional insured party and the **City of Lansing** shall be notified of cancellation of insurance no less than 20 days prior to any cancellation. The insurance certificate must list all exclusions to the policy conditions, which are subject to rejection by the owner.

e. Before commencing work, the Contractor shall submit evidence of coverage required above to the City of Lansing for review and approval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the City of Lansing, and shall be kept in force until the Contractor's work is accepted by the City of Lansing. Contracts of insurance (covering all operations under this contract) which expire before the Contractor's work is accepted by the **City of Lansing**, shall be renewed and evidence shall be submitted to the **City of Lansing** for approval.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in the Contract by the **City of Lansing** or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final payment of the work. For all sidewalk construction the contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of thirty six (36) months from the date of final payment of the work. The **City of Lansing** will give notice of defective materials and work with reasonable promptness.

133. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

In the execution of all work described in these contract documents, the Contractor and all subcontractors agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

134. TIME FOR COMPLETION

Time for Completion of all work under this contract shall be no later than 240 days from the date of the written notice to proceed.

135. MICHIGAN CIVIL RIGHTS ACT

Contractor shall not discriminate in hiring or its terms and conditions of employment on any illegal basis including race, religion, creed, national origin, color, sex, marital status, age, height or weight, nor on the basis of handicap except where the same is based on a bona fide job requirement. In addition the Contractor shall not discriminate in the sales of products or the rendering of services pursuant to this Contract on the basis of any of those categories.

136. WAIVERS AND MODIFICATIONS

No oral order, objectives, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by waiver or modification thereof agreed to in writing, and no evidence shall be introduced in any proceeding of any other waiver or

modification.

137. NON PERFORMANCE BY CITY

The Contractor recognizes that the performance of this contract may be delayed or prohibited in part or in whole by Court order, and in that event the City may terminate this Agreement without incurring any liability, financial or otherwise. City agrees to pay the Contractor for any work completed by the Contractor up to the date of the Court order.

138. INDEMNIFICATION

Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the City of Lansing, its agents, officers and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person including but not limited to employees and officers of the City of Lansing for all liabilities whatsoever including related expenses and actual attorneys fees in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with:

- a. The performance of the work by or any other activities of the Contractor, its employees or agents or officers including but not limited to the use of any equipment or material furnished by the Contractor; or
- b. The presence of Contractor, its employees, agents or officers on the premises of the City; whether such claims, suits, damages, losses and liabilities are based upon or result in whole or part from the active or passive negligence of the City, its employees, agents or officers or City's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or other liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from sole negligence of the City its agents, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCLA Section 691.991), if applicable, This provision shall extend beyond the term of this agreement.

SPECIAL CONDITIONS

401. PROJECT SITE

The Project Site is the property as shown on the drawings, encompasses the following areas:

Potter Park Zoo, Fox /Otter Exhibit areas, 1301 S. Pennsylvania Avenue, Lansing, MI

The Contractor shall carefully avoid trespass on private property, and shall not block streets leading to the project site. The Contractor shall not block access to private property adjacent to or near the project site.

402. WORK HOURS

a. This is to be a daytime operation, between 7 A.M. and 8 P.M., Monday through Friday unless otherwise approved, in writing, by the **Lansing City Council**, per City Code, Section 654.07 (g).

403. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals, and claims, by the Contractor, must be in writing.

b. Any notice to or demand upon the Contractor shall be deemed sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the **City of Lansing**), or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the **City of Lansing, except the bid**, shall, unless otherwise specified in writing to the Contractor, be delivered to the Parks and Recreation Department, 318 North Capitol Avenue, Lansing, MI 48933, and any notice to or demand upon the **City of Lansing** shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said **City of Lansing** at such address, or to such other representatives of the **City of Lansing** or to such address as the **City of Lansing** may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

404. JOB OFFICE

a. The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The **City of Lansing** shall be consulted with regard to location.

b. Upon completion of improvements, or as directed by the **City of Lansing**, the Contractor shall remove as such temporary structures and facilities from the site, and leave the site of work in the condition required by the Contract.

405. PARTIAL USE OF SITE IMPROVEMENTS

The **City of Lansing**, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it is intended, provided the period of guarantee stipulated in the Section 132 shall not begin to run out until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

406. CONTRACT DOCUMENTS AND DRAWINGS

The **City of Lansing** will furnish the Contractor without charge, three (3) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

407. QUALIFICATIONS

The successful bidder shall be licensed under the provisions of all applicable Codes of the **City of Lansing** and State of Michigan prior to and during the operation under terms of the Contract. Failure to be licensed as required by City Code or State Law prior to the bidding on this Agreement or during the terms of this Agreement

shall be deemed a material breach of this agreement.

408. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract, complete in every respect within the specified time. This shall be understood to include, but not be limited to: any and all charges by a utility owner for connection to the work; any inspection fees required by authorities having jurisdiction; permit fees required by the City of Lansing, State of Michigan, or other governing body or utility; costs for non-compliance with permit and inspection requirements, such as disposal costs for removed items; utility costs prior to occupancy of the project by the City of Lansing. The contractor is responsible for contacting all local authorities and utilities to determine requirements and fees prior to submitting their bid. A list of local authorities and utilities will be supplied upon request.

WAGE PROVISIONS

The following pages comprise the wage provisions applicable to this Contract.

SCHEDULE OF DRAWINGS

The schedule of drawings as shown below are applicable to this Contract.

General

G1.0 Cover Sheet

Civil Drawings

C1 Topographic Survey

C2 Utility Plan

C3 Detail Sheet

Landscape Drawings

L1.0 Site Demolition Plan

L2.0 Overall Site Layout & Grading Plan

L3.0 Exhibit Area Layout Plan

L3.1 Exhibit Area Grading Plan

L4.0 Otter Pool & Stream Detail Plan

L4.1 Otter Pool & Stream Details

L4.2 Otter Pool & Stream Details

L5.0 Otter Viewing Shelter Structural Notes

L5.1 Otter Viewing Shelter Plan & Section

L5.2 Otter Viewing Shelter Details

L5.3 Otter Viewing Shelter Details

L6.0 Boardwalk Framing Plan & Details

L6.1 Glass Viewing & Plexiglass Wall Details

L6.2 Holding Yard & Hot Barrier Fence Details

L6.3 Otter Containment Fence Details

L6.4 Arctic Fox Containment Fence Details

L6.5 Miscellaneous Site Details

L7.0 Site Planting Upper Story Materials - ALT.#1

L7.1 Site Planting Under Story Materials - ALT.#1

L7.2 Site Planting Material List, Notes, & Details - ALT.

L7.3 Site Planting Alternate #2 Materials

Architectural Drawings

A1 Plans, Schedules, & Building Sections

A2 Building Sections, Elevations, & Details

A3 Wall Sections, Specifications, & Miscellaneous Details

Mechanical/Electrical/Plumbing Drawings

E0.0 Electrical Site Power Plan

E1.1 Electrical Lighting and Power Plan

M1.0 Mechanical, HVAC Plan, Details, and Notes

P1.0 Plumbing General Notes

P1.1 Plumbing Piping Schematic

P1.2 Plumbing Piping Plans

P2.0 Otter and Arctic Fox Pool Utility Plan

TECHNICAL SPECIFICATIONS

The Technical Specifications for this project shall be in accordance with the following document.

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the contract will prevail over all other parts in the following order:

1. Special Provisions
2. Supplemental Specifications
3. Project Plans and Drawings
4. Standard Plans
5. Standard Specifications

The following pages comprise the Special Provisions and Supplemental Specifications applicable to this contract.