



Virg Bernero, Mayor

FINANCE DEPARTMENT

PURCHASING OFFICE
124 W. Michigan Avenue, 8th floor
Lansing, Michigan 48933-1603
(517) 483-4124

<http://www.lansingmi.gov/finance/purchasing>

Jan. 7, 2011

NOTICE TO BIDDERS **B/11/076** **USAR TOOLS AND EQUIPMENT**

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to www.mitn.info

Sealed Bids marked "**B/11/076 USAR Tools and Equipment**," will be accepted at the **Finance Department, Purchasing Office, 8th floor City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933**, until 3:00 p.m., local time in effect on **Jan. 25, 2011**. Bids will be opened and read aloud immediately thereafter in the conference room. ***One copy of the bid proposal section required and a copy on a CD/ROM.***

Bid results will **only** be released via email, self-addressed stamped envelopes or on the Internet at www.mitn.info. Please forward your email request to: srobinso@lansingmi.gov

If any changes or additions are required for this bid an addendum will be issued by the Finance Department. All addenda received shall be listed on the outside of your bid envelope. Any proposal received without each addendum listed by number and date received on the outside of the bid proposal when submitted, may be declared a non-responsive bid.

The City of Lansing encourages bids from all vendors including MBE/WBE and Lansing-based vendors.

The City of Lansing gives preference to Lansing-based job providers in the procurement of all goods and services, and will give priority to those firms that provide the City with goods the City may require for this or other projects as made or provided for by United States based firms, with appropriate documentation provided with bid response showing U.S.A. manufacturing or assembly.

The City strongly encourages general contractors to provide opportunities for minority-and women-owned businesses/subcontractors to participate in this project along with use of Lansing-based businesses.

If you have any questions please contact Stephanie Robinson CPPB, Senior Buyer, at (517) 483-4128. Technical questions should be directed to Alan Beland, LFD/EMD at (517) 483-6650.

John J. Green
Interim Purchasing Manager



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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - (b) For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Purchasing Ordinance, Sec. 206.02 (a) (1) (G).

I am able to certify to the above statements.

Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

Date

I am unable to certify to the above statements. Attached is my explanation.

Attention Bidders

The City of Lansing in partnership with the business community recognizes the need to facilitate economic development in our community. As part of the economic growth strategy, the City has incorporated the Local Preference into the City Purchasing policies.

Local 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.

Projects greater than \$500,000 are exempt from the Ordinance.

Qualifications for Lansing Based Business status:

1) Pay City income taxes on Net Profits

and

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.

Additional Information:

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

<http://www.lansingmi.gov/finance/purchasing>

Solicitation Number: B/11/076

Solicitation Name: USAR Tools and Equipment

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, which is voluntary, with your submittal or shortly thereafter. 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.mitn.info>

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

Federal Tax ID Number _____

Firm Name

Address (Street, City, State, ZIP)

Phone Number

Fax Number

Web Site Address

Contact Person

Thank you for your participation.

CITY OF LANSING
 FINANCE DEPARTMENT-PURCHASING OFFICE
 8TH FLOOR CITY HALL
 124 W. MICHIGAN AVENUE
 LANSING, MICHIGAN 48933

THIS IS NOT AN ORDER

NOTE: If your bid/quotation is not returned and **completed** on this form, it may not be considered.
 Bid/quotation number must appear on outside of return envelope.

REQUEST FOR BID # B/11/076

FOR: USAR Tools and Equipment

DATE: 1/7/11

LANSING FIRE DEPT. EMERGENCY MGT DIVISION

SEALED BIDS DUE 3:00 PM, LOCAL TIME IN EFFECT JAN. 25, 2011

The City of Lansing Purchasing Office requests bids for the purchase of USAR Tools and Equipment for the Lansing Fire Department per the attached specifications.

ITEM	DESCRIPTION	TOTAL DELIVERED PRICE
A	PNEUMATIC POWERED TOOLS	\$
B	ELECTRIC POWERED TOOLS	\$
C	GASOLINE POWERED SAWS	\$
D	HYDRAULIC POWERED TOOLS	\$
E	MISCELLANEOUS TOOLS	\$
F	HAND TOOLS	\$
G	HEAVY RIGGING	\$
H	TECHNICAL ROPE	\$
I	PATIENT IMMOBILIZATION	\$
J	TASK FORCE SUPPORT	\$
K	GRAND TOTAL ALL SECTIONS	\$

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

All vendors shall be current in payment of any taxes, licenses, fees, permits or any other monies due the City of Lansing at time of bid due date as per City of Lansing Ordinance Section 206.02(a)1(G).

Any contractual or bid package questions should be directed to Stephanie Robinson at (517) 483-4128.
 Technical questions should be directed to Alan Beland at (517) 483-6650.

FEDERAL I.D.# _____	ADDRESS _____	NOTE: Bid results will only be released via email or on the Internet at www.mitn.info
COMPANY _____	CITY & STATE _____	
SIGNATURE _____	TELEPHONE _____	
PRINTED NAME _____	F.O.B. _____	
TITLE _____	SHIP VIA/ROUTING: _____	
DATE: _____	TERMS: _____	

MICHIGAN CIVIL RIGHTS ACT

Contractor shall not discriminate in hiring or its terms and conditions of employment on the basis of race, religion, creed, nation 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. Neither shall Contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.

SPECIFICATIONS

The City of Lansing is the fiduciary for a Region One Homeland Security Grant. The products listed below will be ordered and shipped to Lansing Fire Department, 815 Marshall St, Lansing Mi. 48912.

RESCUE SECTION					
PNEUMATIC POWERED TOOLS (A)					
	Description	Manufacturer	Model / Part #	Qty	Del Price Each
1	Gun, nail, pneumatic, 8D through 16D general purpose	Porter Cable	FR350A	2	
2	Gun, nail, pneumatic, Nails, 8D, box of 5000, 2 3/8" long, coated	Porter Cable	FR13238	2	
3	Gun, nail, pneumatic, Nails, 16D, box of 4000. 3 1/4" long, coated	Porter Cable	FR31325	2	
4	Pasload framing nailer w/ batteries and charger, in case	Paslode	900420 (CF325)	1	
5	Spare gas cartridges (fuel cells) . 2ea per pack. Sold in multiples of 6pk only	Paslode	816000	2	
6	8d nails, 2 3/8" long, Galvanized, 2000 per box.	Paslode	650382	2	
7	16d nails, 3 1/4" long, Galvanized, 2000 per box.	Paslode	650388	2	
8	Shore, Expandable, 24-36" Acme Thread Rescue Strut	Paratech	796200	12	
9	Shore, Expandable, 36-57" Acme Thread Rescue Strut	Paratech	796202	12	
10	TOTAL THIS SECTION PNEUMATIC				
ELECTRIC POWERED TOOLS (B)					
	Description	Manufacturer(s)	Model / Part # (s)	Qty	Del Price Each
11	Paratech O-Rings, Spare FOR ACME STRUT, AS230, 2.5 X 0.139 BN70	Paratech	796049	24	
12	Paratech SEAL, Spare FOR ACME STRUT, 2.5"OD, 2.125"ID X 3/16"	Paratech	796018	24	
13	Paratech O-Rings, Spare FOR ACME STRUT, AS-226 (2" X 0.139) BN70	Paratech	796562	24	
14	Cutter, Rebar, electric, maximum cutting capacity 1", or equivalent	MULTIQUIP	HBC25	2	
15	Cutter, Rebar, electric, replacement tip set	MULTIQUIP	H5T4495500	2	
16	Hammer, Demolition, electric, 40 lb., kit	Hilti	206781	1	
17	Hammer, Demolition, 40 lb. Moil/Bull point, 10"	Hilti	376492	2	
18	Hammer, Demolition, 40 lb. Moil/Bull point, 18"	Hilti	376493	2	
19	Hammer, Demolition, 40 lb., Chisel point, 1" x 10"	Hilti	376495	2	
20	Hammer, Demolition, 40 lb., Chisel point, 1" x	Hilti	376496	2	

	18"				
21	Drill/Coring, Electric Handheld Accessory DD-BI 2" Bit	Hilti	370587	1	
22	Hammer, electric, rotary, HD 1-1/2" (min.), Cordless 36 volt	Hilti	3424224	1	
23	Hammer, electric, rotary, Spare Batteries 36 volt	Hilti	274006	1	
24	Keyless Drill Chuck	Hilti	338905 5DS	1	
25	Hole Saw Kit	Hilti	283128	1	
26	Spade Bit Set	Hilti	284649	1	
27	12" Extensions	Hilti	3024719	1	
28	Saw, electric, reciprocating, variable speed, heavy duty, w/ case, Cordless, 36 volt	Hilti	3433343	2	
29	Saw, battery, for cordless reciprocating saw 36 volt	Hilti	378426	2	
30	Saw, reciprocating, Blades reciprocating bi-metal, shatterproof 50 pack	Hilti	304675	2	
31	Saw, circular, 36 volt, 7 1/4" With spare battery & charger	Hilti	3430388 WSC 7.25-A CPC 36 volt	2	
32	Saw, circular, Blades, 7¼" circular carbide tip, combination rip/crosscut	Hilti	372178	4	
33	Saw, circular, Blades, 10-1/4", carbide tip, combination rip/crosscut	Milwaukee	48-40-4170	2	
34	Saw, Compound Sliding Miter 12"	Dewalt	DW718	1	
35	Saw, Circular, Blades, 12" carbide tip, combination rip/crosscut	Dewalt	Dw3123	2	
36	TOTAL ELECTRIC POWERED TOOLS				
	GASOLINE POWERED SAWS (C)				
	Description	Manufacturer(s)	Model / Part # (s)	Qty	Del Price Each
37	Saw, chain, gasoline-powered, direct drive, Concrete Cutting	Cutters Edge	CE101C14A	1	
38	Saw, chain, gasoline-powered, Concrete Cutting Chain	Cutters Edge	1C71688	1	
39	Saw, chain, gasoline-powered, Bars , for gas powered concrete cutting chain saw	Cutters Edge	IC70825	1	
40	Saw, chain, gasoline-powered, spark plugs for gas-powered concrete cutting chain saw	Cutters Edge	CECJ7Y	1	
41	Saw, chain, gasoline-powered, Filters for gas-powered concrete cutting chain saw	Cutters Edge	IC73418	1	
42	Saw, chaps	Stihl	BLK36" L	4	
43	TOTAL GASOLINE POWERED SAWS				

HYDRAULIC POWERED TOOLS (D)					
	Description	Manufacturer(s)	Model / Part # (s)	Qty	Del Price Each
44	Stanley Concrete chain saw, hydraulic, Diamond segment chain, 15" (hard concrete, heavy steel reinforcing)	STAN HYD	58632	2	
45	TOTAL HYDRAULIC POWERED TOOLS				
MISCELLANEOUS TOOLS (E)					
	Description	Manufacturer(s)	Model / Part # (s)	Qty	Del Price Each
46	Compressor, Pancake, 6-galloon			1	
47	Torch, oxygen/fuel gas, portable kit, w/ attachments (gauges, hoses, wands), PETROGEN® Search and Rescue System Complete	Petrogen		1	
48	TOTAL MISCELLANEOUS TOOLS				
HAND TOOLS (F)					
	Description	Manufacturer(s)	Model / Part # (s)	Qty	Del Price Each
49	Ladder, attic, 10' folding	DARLEY	Z391	2	
50	Ladder, 18' Little Giant, or equivalent	LG	MODEL 22	2	
51	Snips, tin, aviation type	STANLEY	14-563		
52	TOTAL HAND TOOLS				
HEAVY RIGGING (G)					
	Description	Manufacturer(s)	Model / Part # (s)	Qty	Del Price Each
53	Cable, come-along, 3-ton	Lug All	600015	2	
54	Chain Hoist, 1 1/2 ton lever type, 10ft	Certified Slings	4000-00270	2	
55	Swivel Hoist Rings, 1/2" Steel, Crosby or other USA equivalent	Certified Slings	4000-00000	2	
56	Eye Nuts, 1/2", Steel, Crosby or other USA equivalent	Certified Slings	3700-02325	2	
57	Anchors, Wedge, concrete, 1/2" x 5-1/2", Ramset, Hilti, Strong-tie	Hilti	282512	2	
58	Wrench, Torque 1/2" drive, 250 Ft. Lb. Capacity, W/Socket, CLICK STYLE	Northern T SK Tool	1517292 (74251)	2	
59	Chain, 3/8"x10', grade 8, lifting, with Clevis, slip hooks and latches	Certified Slings	220-00925	4	
60	Chain, 3/8"x 20', grade 8, lifting, with Clevis, slip hook and latches	Certified Slings	220-00925	2	
61	Shackles, Screw Pin, 1-1/4", 12 ton	Certified Slings	2510-00300	4	

62	Shackles, Screw Pin, 5/8" 3-1/4 ton	Certified Slings	2510-00175	4	
63	Sling, Polyester round sling, 20 ft. endless, 17,000 lb. choker capacity	Certified Slings	340-03999	2	
64	1/2" Wire Rope eye and eye 10"	Certified Slings	100-01975	2	
65	1" Master Link Oval	Certified Slings Crosby	2910-00100	4	
66	1 1/4" Master Link Oval	Certified Slings Crosby	2910-00125	4	
67	3/8" Chain Grab Master link	Certified Slings Gumbo Johnson	2900-00630	4	
68	Sling Saver 5&6	Certified Slings Crosby	2510-01965	2	
69	Screw Pin Sling Shackle	Certified Slings Crosby	2510-02250	4	
70	GrabiQ for 3/8" Chain 2 Legs	Certified Slings Gunnebo Ind	220-00850	2	
71	Sling, Polyester round sling, 10 ft. endless, 17,000 lb. choker capacity	Certified Slings	340-03997	4	
72	Slings, Synthetic, Heavy duty, 3" x 6', Type 3, Flat Eye, One Ply 3800 Lb. Choker Capacity	Certified Slings	340-00900	2	
73	Anchors, Wedge, concrete, 1/2" x 7", Ramset, Hilti, Strong-tie	Hilti	282529	2	
74	Round Sling, Corner/Wear Protection, 6" x 12" Sleeve	Certified Slings	345-20010	4	
75	Field Operations Guide, SCT, Corps of Engineers	Paratech	FOG	40	
76	TOTAL HEAVY RIGGING				
	TECHNICAL ROPE (H)				
	Description	Manufacturer(s)	Model / Part # (s)	Qty	Del Price Each
77	Rope Lifeline, 300ft. 1/2 inch Static Kernmantle must meet or exceed NFPA 1983 YELLOW. See separate for bag edge protection.	Sterling	N130(09)0122	1	
78	Rope Lifeline, 300ft. 1/2 inch Static Kernmantle must meet or exceed NFPA 1983 RED. See separate for bag edge protection.	Sterling	N130(08)0122	1	
79	Bags for 300ft 1/2" rope, X-LARGE, YELLOW	Evac Syst	EP405 YW	1	
80	Bags for 300ft 1/2" rope, X-LARGE, RED	Evac Syst	EP405 RD	1	
81	Rope Lifeline, 200ft. 1/2 inch Static Kernmantle must meet or exceed NFPA 1983 YELLOW. See separate for bag & edge protection.	Sterling	N130(09)0061	1	
82	Rope Lifeline, 200ft. 1/2 inch Static Kernmantle must meet or exceed NFPA 1983 RED. See separate for bag & edge protection.	Sterling	N130(08)0061	1	
83	Rope Lifeline, 200ft. 1/2 inch Static Kernmantle must meet or exceed NFPA 1983 BLUE. See separate for bag & edge protection.	Sterling	N130(06)0061	1	

84	Bags for 200ft 1/2" rope, MEDIUM YELLOW	Evac Syst	EP403 YW	1	
85	Bags for 200ft 1/2" rope, MEDIUM RED	Evac Syst	EP403 RD	1	
86	Bags for 200ft 1/2" rope, MEDIUM BLUE	Evac Syst	EP403 BL	1	
87	Carabineers, steel, locking "D", extra large, 10,000 tensile strength, must meet NFPA 1983/ANSI/OSHA requirements	CMC	300110 REPLACES 321000	20	
88	Rope, nylon, tag line, 300' lengths of 8mm, MTS 2,600 lbs., must meet or exceed NFPA 1983. Multiple Colors. SEE BELOW FOR BAGS	Sterling	A080(COLOR) 0092	2	
89	Webbing, 150' Spools , Flat, 1", 300ft. Green,	CMC	200111	2	
90	Webbing, 150' Spools , Flat, 1", 300ft. Green, 300ft. Black	CMC	200115	2	
91	Webbing, 150' Spools , Flat, 1", 300ft. Orange	CMC	200116	2	
92	TOTAL TECHNICAL ROPE				
	PATIENT IMMOBILIZATION (I)				
	Description	Manufacturer(s)	Model / Part #s)	Qty	Del Price Each
93	Pediatric immobilization boards or equivalent (complete w/ case)			2	
94	TOTAL PATIENT IMMOBILIZATION				
	LOGISTICS SECTION TASK FORCE SUPPORT (J)				
	Description	Manufacturer(s)	Model / Part #s)	Qty	Del Price Each
95	GPS (global positioning satellite) receivers, hand held portable, WAAS capable, mapping capable, battery operated, with Carrying case, Lanyard, Data cable, Magnetic mount antenna and Cigar lighter adapter, Garmin 76CS model only or equivalent.	Garmin	Model 76CS	2	
96	TOTAL TASK FORCE SUPPORT				
97	GRAND TOTAL ALL SECTIONS (K)				\$

Firm Name

Address (Street, City, State, ZIP)

Phone Number

Fax Number

Web Site Address

Contact Person

A. PREPARATION OF BID: Execute bid fully and properly. Submit the bid on this form in a sealed envelope to this office prior to the opening time when bids will be publicly opened and read aloud.

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

(1) **CORPORATIONS:** Signature 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.

(2) **PARTNERSHIPS:** Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If bid is signed by all partners no authorization is needed.

C. REJECTION OR WITHDRAWAL: The City reserves the right to reject any bids and to waive any defects in bids. Bids may not be withdrawn within 90 days after opening date without forfeiting bid security.

D. CONTRACT: Upon acceptance by the City, this document will constitute the contract. The contract, however, shall not be in force until the Contractor has complied with all of the requirements of insurance and bonds.

E. DEFAULT TO CITY: It is understood that any bidder who is in default to the City at the time of submittal of the bid shall have his bid under the proposal declared null and void.

GENERAL CONDITIONS

1. DEFINITIONS:

"CITY" - the City of Lansing.

"DIRECTOR" - the head of the Department indicated in the proposal or his authorized representative.

"CONTRACTOR" - the bidder whose proposal is accepted by the City.

"NOTIFICATION" - written notice delivered in person or by mail.

"CONTRACT DOCUMENTS" - this document and supplemental specifications and drawings.

2. CONFLICTS AND OMISSIONS:The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. Directors decision shall be final.

3. ROYALTIES, PATENTS, NOTICES AND FEES: Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

4. MATERIALS AND WORKMANSHIP: Unless otherwise specified all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the Director.

5. OTHER CONTRACTS: The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors to execute their work as may be anticipated by these documents.

6. INSPECTION: Contractor shall at all times permit and facilitate inspection of the work by the Director.

7. TERMINATION FOR BREACH: The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the Director. In the event of such termination, the City may complete the contracted work and the contractor will be liable for any excess cost occasioned the City thereby and in such case the City

may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

8. GUARANTEE: Contractor shall furnish the City with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the City.

9. PAYMENT: Payment for the work will be made in one sum at the completion of the contract except that, at the City's option, partial payments aggregating 90% of the value of the completed work may be made at monthly intervals when the bonds in section 12 are furnished. If Contractor expects to request partial payments he shall submit a schedule of costs and quantities of the various parts of the work aggregating the total contract sum. When applying for payments, Contractor shall submit a statement based upon this schedule, itemized and supported as the Director may require.

Contract will not be considered complete until the work has been finally accepted by the City Unit and the Director and the following have been furnished:

(a) The required guarantees, and

(b) Satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work, have been paid.

(c) If contract is terminated by the City, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to City occasioned by Contractor's breach. Payment shall not be made until after contract project is completed, as determined by the Director.

10. LIABILITY FOR TAXES: When the terms of this contract involves the lease of property real or personal to the City, it is understood that 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.

11. INSURANCE: No work connected with this contract shall be started until the Contractor has submitted evidence to the Director and City Clerk that (a) all workmen are insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract and that (b) he is covered by \$5,000,000.00 combined single limit for personal injury and property damage. All of the above insurance shall be maintained during the life of this contract. The City shall be carried as an "Additional Insured". Partial payments shall not relieve the Contractor from full responsibility for any damage which may result from any cause including fire or other casualty until completion of the contract and final payment. Any casualties shall not relieve the contractor from performing the contract. All insurance must include an endorsement providing for twenty (20) days prior written notice of termination, expiration, or material change of terms.

12. HOLD HARMLESS: To the fullest extent permitted by law, the contractor/vendor shall indemnify, defend, and hold harmless the City of Lansing, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the contractor/vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.