



Department of Management Services  
 Purchasing/Risk Management  
 241 West South Street  
 Kalamazoo, MI 49007-4796  
 Phone: 269.337.8020  
 Fax: 269.337.8500  
[www.kalamazoo.org](http://www.kalamazoo.org)

**VIRTUAL PRE-BID MEETING/INSPECTION on October 8, 2020 @ 11:00 a.m. Local Time**  
**Then proceed to project sites at your own pace, open until 3:00 p.m. Register in advance for this**  
**Zoom meeting: [https://zoom.us/meeting/register/tJ0uduCoqD4qGtNKTGnlhvJQd1QOO1HZ47Ms](https://zoom.us/join/joinMeeting?meetingId=912400050)**

**INVITATION FOR BID (IFB)**

The City of Kalamazoo, Michigan is soliciting sealed bids for:

**PROJECT: Demolition (Clean-up) of 4 Houses**

**BID REFERENCE #: 91240-005.0**

**IFB ISSUE DATE: September 28, 2020**

**BID DUE/OPENING DATE: October 22, 2020 @ 3:00 p.m. Local Time**

*Facsimile Bids Will Not Be Accepted.*

**MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**

Purchasing/Risk Management  
 241 West South Street  
 Kalamazoo, MI 49007

**Questions about this IFB should be directed to:**

**Department Contact: Roger Iveson**  
**Building Official at (269) 337-8560**

***Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.***

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing/Risk Management Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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**STATEMENT OF NO BID**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing/Risk Management Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.**

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet bond requirements.
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Remove us from your bidders list for this commodity or service.
- \_\_\_\_\_ Other (specify below).

REMARKS: \_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SECTION I  
INSTRUCTIONS TO BIDDERS**

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing/Risk Management Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least 5 days before the bid opening** so a reply may reach all prospective bidders prior to the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least sixty (60) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II  
BID AND AWARD**

The undersigned having become thoroughly familiar with the project and sites, location conditions affecting the work and understanding all of the special requirements, terms and condition incorporated herein, agrees to perform the demolition work in strict accordance with all the requirements of these documents and all governing statutes, ordinances, rules and regulations as written now and as may be amended, including but not limited to Chapter 9, Article VI, Sections 9-251 through 9-313 of the City of Kalamazoo Code of Ordinance and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner all work required for the lump sums as stated below:

**SCOPE OF WORK/ PROJECT DESCRIPTION**

The project includes complete demolition and removal of the buildings/structures listed below and restoration of the project site following the general specifications detailed in Section III: SPECIAL INSTRUCTIONS FOR RESIDENTIAL DEMOLITION. SPECIAL INSTRUCTIONS FOR RESIDENTIAL AND LIGHT COMMERCIAL DEMOLITIONS.

Professional surveys/inspections of these structures have been completed to determine presence, types, quantities and locations of asbestos-containing materials (ACM), mercury, and household hazardous waste unless otherwise noted as PACM. A partial report will be distributed to each firm attending the Pre-Bid Inspection. Proper removal of any and all such materials shall be the responsibility of the successful demolition bidder and all costs for removal shall be included in the bid for each site. Please invite any potential sub-contractors to attend pre-bid inspections. All structures are wood frame houses on basement unless noted otherwise. Area given is total floor area as shown in City Assessor database.

<b><u>ITEM</u></b>	<b><u>ADDRESS/LOCATION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>BID AMOUNT</u></b>
1.	*902 W North Street	**3,866 sq. ft, 2 story	\$ _____
2.	*912 W North Street	**8,143 sq. ft, 2 story	\$ _____
3.	*920 W North Street	**2,350 sq. ft, 2 story 379 sq. ft, garage	\$ _____
4.	*715 Woodward Avenue	**3,984 sq. ft, 2 story	\$ _____
<b>GRAND TOTAL OF ALL 4 LINE ITEM PRICES ABOVE</b>			\$ _____
<b>DISCOUNTED TOTAL (if awarded <u>all</u> project sites)</b>			\$ _____

\*No asbestos report provided. Please consider this entire structure as asbestos-laden materials.

\*\*Square footage is approximate and cannot be determined due to the amount of damage to the home. This will be clean up of debris and removal of foundation from a fire damaged structure.

For additional details and specifications, See - Section III: Special Instructions for Residential and Light Commercial Demolitions; Section IV: Special Requirements - Demolition.

Work shall start within twenty (20) calendar days after receipt of the **NOTICE TO PROCEED** and the first line item shall be substantially completed no later than twenty-five (25) calendar days after commencement. Each additional item for each contract shall be substantially completed within a maximum of one week after completion of the previous item.

The bidder understands that no work may commence until all bonds, permits, licenses and certificates of insurance have been obtained and all fees paid. Said documents shall be obtained within ten (10) days after receipt of **NOTICE OF AWARD**. The bidder agrees to complete all work detailed herein and to conform with the terms of this contract and all applicable laws, ordinances, rules and regulations within the schedule outlined above.

**Failure to obtain all required documents within ten (10) days of the receipt of notice of award, or failure to complete all required work within the time specified above shall constitute breach of this contract and justify cancellation by the City. Upon cancellation of the contract, the bidder shall be liable to the City for any increased cost caused by the bidder's breach. Bidders declared in breach will also be removed from the active bidders list maintained by the department until such time as any costs have been reimbursed to the City and/or the matter is otherwise fully resolved to the satisfaction of the City.**

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City's Non-Discrimination Clause found in Appendix A.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **QUALIFICATIONS OF BIDDERS**

1. To demonstrate Bidder's qualifications to perform the Work, provide the following as a supplement to your bid. If Bidder will be subcontracting asbestos abatement services, Bidder shall also provide the following for the asbestos subcontractor. OWNER reserves the right to require bidders to submit additional information as OWNER deems necessary to satisfy OWNER that the bidders are adequately prepared to fulfill all provisions of the contract and as to which bidder should be awarded the contract. Failure to provide information requested within the time frames established by the OWNER will subject the bidder to disqualification of the bid.
  - Description of Contractor's experience with projects of comparative size, complexity, and cost. Specify projects, name of project manager, owners and locations of projects, dates of each project completion. A reference name and current contact phone number for each project must be provided.
  - Provide a listing of equipment that will be dedicated to this project. Written certification that the equipment owned and/or leased by the bidder that will be utilized on the project will conform to all safety requirements required by Michigan and federal law, regulations, and codes.
  - Provide names and addresses of licensed or permitted facilities for recycling or disposal of all wastes and construction debris that will be used at this site.
  
2. OWNER retains the right to take into account factors others than those set forth in the bid specifications in evaluating and qualifying bidders. Contractor shall provide the information below. Failure to provide requested information will subject the bidder to disqualification of the bid. These factors include, but are not limited to the following:
  - Projects involving the bidder for which performance was and/or not delivered on time;
  - Fines and penalties imposed on the bidder for any projects in the last five (5) years;
  - State, Federal and local environmental violations in the last five (5) years;
  - Liens filed against bidder in the last five (5) years;
  - Suspension or revocations of any professional license of any director, officer, or managerial employee of the bidder, to the extent that any work to be performed is within the field of such licensed profession;
  - OSHA violations by the bidder or bidder's subcontractors within the last five (5) year (including Michigan MIOSHA or other state occupational or construction health and safety laws or regulations), as well as all notices of OSHA or other health and safety citations filed against bidder, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violations;
    - Litigation or arbitration cases in which bidder has been a defendant or third party related to any construction or demolition project in which it has been engaged within the previous five (5) years;
    - Violations, if any, of prevailing wage laws or other wage and hour law violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years;
    - Criminal convictions related to the construction or demolition business of bidder, its officers, directors, and/or managerial employees, within the past five (5) years;

**SUB-CONTRACTING INFORMATION**

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your proposal. You will have two business days after the proposal opening to update the list as needed. The information provided will be used for evaluating your proposal and to assist in determining if you qualify as a Kalamazoo County Bidder.

**INSTRUCTIONS:**

**Nature of Contract** - State a brief description of the work or product that will be provided.

**BIDDER** – Provide the percentage of services or construction activity that will be provided by your firm.

**Subcontractors:**

- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

<b>Subcontractor Name/Address</b>	<b>% Of Total Contract</b>
<b>BIDDER</b>	

Does this List of Subcontractors need to be updated after the proposal opening? **Yes** \_\_\_ **No** \_\_\_

**REFERENCE QUESTIONNAIRE**

Please answer the following questions completely.

1. Firm name: \_\_\_\_\_
2. Established: Year \_\_\_\_\_ Number of Employees: \_\_\_\_\_
3. Type of organization:
  - a. Individual: \_\_\_\_\_
  - b. Partnership: \_\_\_\_\_
  - c. Corporation: \_\_\_\_\_
  - d. Other: \_\_\_\_\_
4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_
5. Include at least 3 references of contracts for similar work performed over the last five (5) years. Include: owner, contact person and phone number and description of work performed.
  - 5.1 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
(type or print)  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST**

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

**Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidders employment application form**

- Attach a copy of the current application for employment being used by the bidder

**Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:**

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:\_\_\_\_\_
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position



MANAGEMENT SERVICES DEPARTMENT  
PURCHASING DIVISION  
241 W. South Street  
Kalamazoo, Michigan 49007-4796  
Telephone (269) 337-8020  
FAX (269) 337-8500  
[cokpurchasing@kalamazoo-city.org](mailto:cokpurchasing@kalamazoo-city.org)

**COVID-19 ADDENDUM**  
March 16, 2020

**TO: ALL Prospective Bidders**  
**PROJECT: ALL Upcoming Projects**

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

**1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY**

**Effective immediately and continuing until further notice, due to the COVID-19 virus the City of Kalamazoo will no longer be accepting sealed bids in-person or conducting public bid openings.**

Bidders can submit sealed bids in one of the following ways:

- Mail your bid, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007

- Deliver your bid to the Treasurer’s Office Payment Drop Box located in the northwest corner of City Hall before the bid due date and time indicated in the bid document. Pictures of the drop box location have been provided in **Photo Attachment**.

**Bidders are strongly encouraged to deliver their sealed bid to the Treasurer’s Office Payment Drop Box.** However, if hand delivery of your bid to the drop box is not an option, please be sure to allow enough time for possible mail delays when mailing sealed bids to the City. Any bid received after the exact date and time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig  
*Purchasing Division Manager*



**COVID-19 Addendum**

***PHOTO ATTACHMENT***

***CITY OF KALAMAZOO***  
***TREASURER'S OFFICE PAYMENT DROP***  
***BOX PICTURES***

**CITY OF KALAMAZOO TREASURER’S OFFICE PAYMENT DROP BOX**

Deliver your bid to the Treasurer’s Office Payment Drop Box located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.



I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

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

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**FOR CITY USE ONLY - DO NOT WRITE BELOW**

**SECTION III**  
**SPECIAL INSTRUCTIONS FOR RESIDENTIAL & LIGHT COMMERCIAL DEMOLITIONS**

1. All demolition work shall comply with Chapter 9, Article VI, subsections 9-251 through 9-313 of the City of Kalamazoo Code of Ordinances, and all laws, rules and regulations as now written and as amended from time to time. In addition, all demolitions shall conform to the following general specifications. Additional specifications and requirement details are shown on the bid and award page.
2. The City will make reasonable efforts to close all included buildings and structures and to maintain them closed to casual entry from the time of Pre-Bid Inspection until issuance of the Notice To Proceed. Once the Notice To Proceed has been issued, it shall be the responsibility of the Contractor to provide and maintain site security.
3. All fixtures, fittings, furnishings, trash, and other materials in or upon the demolition site and all specified structures become the property of the successful bidder at the time of issuance of the Notice To Proceed.
4. All demolitions shall include removal of all structures (including detached accessory structures) at each site as well as poles, posts, interior fences, slabs on grade, private sidewalks and drives.
5. All demolitions shall include removal of all basement wall, floor, and footing materials and all sub-grade masonry structures (e.g. cisterns, dry wells, vaults, etc.) as specified or encountered during work.
6. Contractors shall **prevent migration of demolition dust** into areas adjacent to the project site by **continuous, generous, and effective application of water** or other effective measures during on-site demolition work **regardless of air temperature**. Any amending agents added to water used to control dust shall be listed as inert or non-polluting. Water used for dust control shall not migrate into or otherwise physically impact areas adjacent to the project site **unless prior written approval is obtained** from owners of that adjacent property after agreement on mitigating measures to prevent and/or reverse damage to that adjacent property. A copy of any such approval/agreement shall be presented to the City of Kalamazoo Project Manager prior to the commencement of demolition activity. No public water source will be available at the demolition site. Use of City hydrant water is very unlikely. Contractors may contact the Water Division of Public Services (269-337-8729) to discuss availability of bulk water at a central public tap.
7. Unless otherwise specified herein, all residential demolitions shall include all costs to remove any asbestos-containing materials (ACM) or other hazardous waste material present at each site. All removal shall be performed in strict conformance with Michigan Dept. of Public Health regulations, EPA regulations, DNRE regulations, OSHA regulations, the attached Special Demolition Requirements for Asbestos and Hazardous Material/Waste, and all other relevant laws, ordinances, and regulations as adopted and effective prior to the NOTICE OF AWARD. **Copies of all associated notices and required documentation shall be provided to the City prior to final invoicing.**

8. Trees, bushes, and other plantings on site having trunks measuring six (6) inches or less diameter at five (5) feet vertical distance above existing grade, may be removed to facilitate demolition. No other vegetation may be removed except as specified in the SCOPE OF WORK/PROJECT DESCRIPTION in Section III, or after other written authorization.
9. Unless instructed otherwise, trees marked by the City for removal by the demolition contractor shall be felled within the boundaries of project property. Trunks shall be cut no higher than two (2) feet above grade as needed to allow stump removal. Prior to any stump removal, a barricade shall be installed surrounding the stump sufficient to prevent flying debris from leaving the project site and to contain all wood chips to be generated. All wood chips shall be removed from the project site and disposed of properly. Stumps shall be removed to a depth of at least twelve (12) inches below final grade. The resulting depression/excavation shall be filled with top dirt and seeded as detailed below for the balance of the site.
10. Once demolition has begun and any site will be left unsupervised, a secure fence of at least four (4) feet in height shall be installed and maintained around the entire perimeter of that site so as to prevent unauthorized access to the site when left unsupervised until excavations have been substantially filled. The fence must be sufficiently visible in any light condition. NOTE: A site free of debris where the excavated area has been partially filled and there is no slope greater than a natural slope (45 degrees) need not be fenced when left unsupervised.
11. Adjacent sidewalks and other public areas shall be properly blocked and protected during demolition as needed by means of substantial barricades, fences, and signage. Barricades remaining during periods of darkness shall have lights.
12. Public streets shall not be blocked except as specifically approved in writing prior to such blockage by the Department of Public Works (269-337-8612).
13. Private streets or shared drives shall not be blocked except that the blockage is approved by each property owner in interest prior to the blockage. Written verification of all approvals shall be provided to the City prior to the blockage.
14. Prior to and during demolition and site restoration activities, public utility lines and equipment and other public improvements shall be protected to prevent damage or interruption of service.
15. The City of Kalamazoo will photo-document the condition of all public walks, curbs, and other public improvements in the vicinity of the demolition site immediately prior to issuance of the Notice To Proceed and will share those images and discuss conditions at the request of the contractor. Public sidewalks, curbs, or other improvements damaged by Contractor's equipment or otherwise as a result of demolition activities shall be promptly repaired or replaced at contractor's expense. Replacement sidewalks and curbs shall be constructed in accordance with standards and regulations of the Department of Public Works.
16. All materials shall be handled, stored, moved, removed and disposed of systematically as the demolition progresses to prevent the creation of a fire hazard or danger to the public. **Contractor shall list the site(s) that will be used for disposal of waste from each site on the required Application for Permit to Wreck. Copies of disposal tickets must be supplied to the City. Failure to provide this information will delay payment until received.**

17. All portions of buildings and property improvements shall be demolished and removed from the site unless otherwise agreed in writing. Prior to filling, Contractor shall arrange for an inspection of the site by the City to verify that all demolition materials have been removed and any utility lines have been properly capped and marked.
18. Water and sewer leads shall be properly capped or plugged in accord with the requirements of the Department of Public Works. Sewer lines shall be permanently sealed/plugged at least five (5) feet outside the perimeter of the building foundation. Water utility lines shall be sealed/capped at least five (5) feet outside the perimeter of the building foundation and marked by placement of a ferrous rod at least four feet in length extending vertically from the capped end of the water pipe to no more than six (6) inches below final grade.
19. Excavations shall be promptly filled with clean inorganic fill, compacted in lifts not exceeding eighteen (18) inches. The final (top) six (6) inches of fill shall consist of clean top soil neatly graded to match the existing perimeter topography of the site and raked in preparation for seeding.
20. All imported fill soil(s) shall be subject to the approval of the Demolition Project Manager.
21. All exposed earth shall be thoroughly seeded with grass seed consisting of approximately 70% tall fescue, 20% perennial rye, and 10% Kentucky blue grass applied at a rate of 100 pounds per acre, then covered with straw or other equivalent approved natural material sufficient to minimize soil erosion.
22. All bonds, permits, licenses, or certificates of insurance required for the performance of the work specified herein shall be obtained and paid for by the Contractor and proof of same provided to the Code Administration Division no later than ten (10) calendar days after Notice of Award. No work shall commence until all required permits, licenses have been obtained by the Contractor and, when required, approved by the City, and/or until all required fees have been paid. **NO PERMIT SHALL BE ISSUED UNTIL ALL DOCUMENTS REQUIRED BY THIS CONTRACT OR BY GOVERNING STATUTE, ORDINANCE, LAW, RULE OR REGULATION HAVE BEEN OBTAINED AND ALL REQUIRED FEES PAID.** Failure to meet any one or more of these requirements shall constitute breach of contract and justify cancellation of the contract by the City of Kalamazoo.

**SECTION IV  
SPECIAL REQUIREMENTS - DEMOLITION**

**1. ASBESTOS AND HAZARDOUS MATERIAL/WASTE**

- 1.1 The City will provide information documenting the nature, amount(s), and location(s) of any asbestos or other hazardous waste or substances confirmed through professional inspection and analysis to be present at the project site.
- 1.2 During inspection of work site(s) by the bidder(s), each shall confirm presence of any asbestos or other hazardous waste material in, on, or near the building to be demolished that is included in the survey documents and shall make allowance for its abatement and/or removal in the lump sum price bid and state any and all sub-contractor(s) that may be required, see Bid & Award page(s).
- 1.3 In the event that unforeseen hazardous waste material is encountered by the contractor, work in that general area shall cease until a Demolition Change Order has been completed that details scope, method, and terms for its treatment.
- 1.4 Whether asbestos or any other hazardous material was included in the survey documents or discovered subsequent to Notice of Award, items 2 through 7 below must be followed.

**2. SCOPE - HAZARDOUS WASTE MATERIAL**

This project includes supplying all labor, materials, tools, equipment, supplies, permits, notices, receipts, disposal fees and all other incidental fees and costs associated with the lawful removal, transportation and disposal of hazardous waste material.

**3. PRECAUTION**

The Contractor shall use all due precaution in handling, removal, transportation, storage and disposal of all hazardous material to avoid any possibility of accident or harm to domestic animals, wildlife, air, water soils, the environment and to humans whatsoever.

**4. TRANSPORTATION**

The Contractor shall lawfully transport the hazardous material to the disposal site and to the temporary storage site, if needed. All licenses, fees and other incidental costs associated with transportation shall be the responsibility of the Contractor. The Contractor shall abide by all applicable load restrictions, traffic regulations and ordinances to ensure safe and proper transportation. The Contractor shall cover all of the hazardous material during transport to disposal site.

**5. TEMPORARY STORAGE**

The Contractor shall provide for lawful disposal of the hazardous material if needed. It is the responsibility of the Contractor to acquire any and all necessary approvals from all governmental units having jurisdiction over the temporary storage site. The temporary storage site selected by the Contractor shall be subject to the approval of the City.

6. **DISPOSAL**

The Contractor shall provide for lawful disposal of the hazardous material. All required notices shall be filed and all applicable state, federal, and local permits shall be secured by the Contractor prior to loading, unloading and disposal of the hazardous material at the earliest possible date without delay. The Contractor shall be required by the City to participate in a manifest system with the purpose of accounting for each load of hazardous material removed. The manifest forms will be supplied by the Contractor and will require the Contractor to secure the signature of the transporter and disposal site operator verifying that the hazardous material has been properly transported, received and disposed of. **Copies of all hazardous waste disposal manifests associated with this project must be submitted to the City by the demolition contractor prior to or along with final request for payment.** Any failure of the Contractor to account for each and every load of hazardous material shall be deemed to be a violation of the terms of this contract and just cause for default of contract and prosecution to the fullest extent possible under the law.

7. **CONTAINERS**

The Contractor shall supply containers for use in the temporary storage and/or transport of the hazardous material when required. Any container lining deemed necessary by the Contractor or the City for effective disposal shall be supplied by the Contractor. The Contractor shall furnish and use container covers for use in the transport and temporary storage if deemed necessary by the City or required by law and ordinance.

Any and all containers, as may be required by law, shall conform, be labeled, placed, moved, handled and transported in accordance with all local, state and federal laws, rules and regulations.

8. **WAIVERS OF LIEN**

Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.

9. **SUBCONTRACTORS**

Contractors shall state on the Bid and Award pages any and all subcontractors to be associated with their bid, including the type work to be performed. Any and all subcontractors shall be bound by all of the terms, conditions and requirements of the contract; however, the prime Contractor shall be responsible for the performance of the total work requirements.

**GENERAL CONDITIONS**

**1. PROJECT MANAGER**

- 1.1 The Project Manager or his/her duly authorized representative shall have the duties and responsibilities as provided in the contract.
- 1.2 The Project Manager shall have the authority to reject any work or materials that do not conform to the contract and to decide questions or make interpretations that may arise from the contract documents.
- 1.3 The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission that may be apparent in the contract documents and shall not proceed with work until the Project Manager or his/her representative has resolved the error or omission.
- 1.4 The Project Manger shall have authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract.

**2. DEMOLITION SCHEDULE AND COORDINATION**

- 2.1 TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein. Failure on the part of the Contractor to complete the work within the stated time he/she has set for and agreed to herein, shall constitute default by the Contractor. Regardless of any other provision of this contract, if Contractor fails to complete the work within the time he/she has set forth and agreed to herein, the Contractor may be liable to the owners(s) for any damages incurred by the owner(s).
- 2.2 The Contractor shall supply the City with an agreeable work schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.
- 2.3 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site in order to allow for the orderly progress of work being done.
- 2.4 The Contractor is required to keep the Project Manager fully informed of any proposed work that will tend to interfere with the existing operations at the site.
- 2.5 The Contractor shall schedule all work to accommodate the City's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.

**3. PROTECTION OF WORK**

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect all public and private abutting property from injury or loss arising in connection with this contract. He/She shall provide and maintain all barricades, lights, fences, watchpersons or other facilities necessary to protect all persons from danger or hazardous conditions resulting from the work in the contract.

**4. PROTECTION OF PROPERTY**

4.1 The Contractor shall confine his/her equipment and operations to those areas of the work site necessary for the completion of the work, or as authorized by the Project Manager. The Contractor shall protect and preserve from damage any facilities, utilities or features including trees, shrubs and turf that are not required to be disturbed by the scope of work.

4.2 The Contractor shall be responsible for determining the location of and for protecting from damage any utilities or other improvements.

**5. REMOVAL OF RUBBISH**

The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.

**6. RESPONSIBILITY OF CONTRACTOR**

6.1 Contractor shall be responsible for his/her own work and every part thereof and all work of every description used in connection with this contract. He/She shall specifically and distinctly assume and does assume all risk of damage from any action or operations under the contract or in connection with his/her work. He/She undertakes and promises to protect and defend the owner(s) against all claims on account any such damage or injury.

6.2 The contractor shall be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. He/She shall provide, without extra cost incidental items required as a part of his/her work even though not particularly specified or indicated.

6.3 The contractor shall personally superintend the work or shall have a competent person at the site at all times to act for him/her.

**7. SITE SECURITY**

The Contractor shall be responsible for job site security of all materials and tools provided by him/her and no claim for loss or damage will be considered by the City.

**8. SITE ACCESS**

The City will provide fair and reasonable access to the job site within the working schedules of both parties.

**9. MATERIALS INSPECTION AND RESPONSIBILITY**

- 9.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.
- 9.2 Any materials, equipment, components or completed work which does not comply with contract specifications or applicable city and state codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.
- 9.3 Any reference in these documents to standard specifications shall mean the latest revisions of these specifications and shall become a part of this contract. Any part of the work not completely detailed in these documents, or referenced to a standard specification, shall be governed by the latest edition of the proper industry document.

**10. GUARANTEE**

The Contractor shall guarantee all of his/her work for a period of one (1) year following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work that fail to function or perform or be found defective, without cost to the city.

**11. SAFETY**

The Contractor shall comply with all applicable OSHA and MIOSHA regulations.

**12. UNDERGROUND UTILITIES**

For protection of underground utilities, the Contractor shall dial Miss Dig at 1-800-482-7171 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All “Miss Dig” participating members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of the “Miss Dig” alert system.

**13. FOR DEMOLITION CONTRACTS**

- 13.1 All protection and control devices within the area of demolition shall be considered as incidental to the completion of the work and no extra payment, therefore, will be made. For purposes of this contract, the area of demolition shall be considered any area in which work is in such a stage of demolition so that safe travel of the public is affected.
- 13.2 Streets/roads shall remain open for access to frontage properties, as much as practicable, where such will not unduly interfere with the prosecution of the work. The portion of the streets open to through traffic shall be maintained in a passable condition. The procedures shall follow MDOT 6.31 Maintaining Traffic, except that City supplied signs shall be limited to detours. Maintaining traffic is considered to be incidental to the work and no extra payment, therefore, shall be made.

**14. DOCUMENT FEES AND NUMBER OF DAYS**

All bonds, permits, licenses or certifications of insurance required for the performance of the work specified herein shall be obtained and paid for by the Contractor, and proof of same provided to the Purchasing Director within ten (10) days after notification of the contract award; all work under the contract shall be completed in compliance with the Kalamazoo City Code within ninety (90) days of when all permits, licenses and certificates should have been obtained and all fees paid as stated above.

**15. ORDINANCE**

**ALL DEMOLITION WORK SHALL COMPLY WITH CHAPTER 9, ARTICLE VI,** Subsections 9-251 through 9-313 of the Kalamazoo Code, statutes, ordinances, laws, rules and regulations as now written and amended from time to time.

**16. VIRTUAL PRE-BID MEETING & INSPECTION OF PROJECT SITE**

Before submitting bids for his/her work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on his/her part. A virtual pre-bid meeting is scheduled for **October 8, 2020 @ 11:00 a.m.** Then proceed to project sites at your own pace, open until 3:00 p.m. Click [here](#) to register in advance for this Zoom meeting. Questions may be emailed to Roger Iveson at [ivesonr@kalamazoo.org](mailto:ivesonr@kalamazoo.org) by **5:00 p.m. on October 14, 2020.**

**17. QUESTIONS**

Questions concerning the building(s) to be demolished, the demolition site, SCOPE OF WORK/PROJECT DESCRIPTION, SPECIAL INSTRUCTIONS FOR RESIDENTIAL & LIGHT COMMERCIAL DEMOLITIONS, or SPECIAL REQUIREMENTS-DEMOLITION or laws and ordinances governing the demolition work may be directed to Roger Iveson, City Building Official at [ivesonr@kalamazoo.org](mailto:ivesonr@kalamazoo.org) or (269) 337-8560. Questions regarding the bid or award process may be directed to Monica Johnson, Buyer at [johnsonm2@kalamazoo.org](mailto:johnsonm2@kalamazoo.org) or (269) 337-8603.

**SECTION V**  
**INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

**SECTION V**  
**INDEMNITY AND INSURANCE**  
*(continued)*

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**SECTION VI**  
**TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Director. Upon notification, the Contractor shall submit to the Purchasing/Risk Management Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Director will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
  - 2) A single bid being received; or
  - 3) Prices quoted are over budget and/or unreasonable.

**2. COMPLETE CONTRACT**

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

**3. SUBCONTRACTORS - NON ASSIGNMENT**

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

**4. TAXES**

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. **INVOICING**

All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at [apinvoice@kalamazoo-city.org](mailto:apinvoice@kalamazoo-city.org). Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paper work and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

**The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax exempt number is 38-6004627.**

**The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.**

6. **PAYMENTS**

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

7. **CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Director. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING DIRECTOR APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

8. **LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

**9. RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

**10. HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

**11. DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

**Standard of Performance (*cont.*)**

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City either listed in this contract or available by operation of law.

**12. INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

**13. PROJECT SUPERVISOR**

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a cell phone, pager or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

**14. MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

**APPENDIX A**  
**NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.