

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 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 Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted electronically will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, at least 5 business 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 ninety (90) 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.
9. **BID SUBMITTAL**- Bidders can submit sealed bids in one of the following ways:
 - 9.1. **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

- 9.2. **Deliver your bid to City Hall In-Person** before the bid due date and time indicated in the bid document.
- 9.3. **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) 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.



- 10. **BID TABULATIONS-** The Purchasing Division makes an effort to post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the bid tabulation may extend beyond the 24-hour window.

SECTION II
BID AND AWARD

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below.

MOTOR REHABILITATION

ITEM	DESCRIPTION	LUMP SUM PRICE
1	Material Allowance	\$
2	Labor	\$
3	Pump Motor Rewinding	\$
4	Machine Work	\$
MOTOR REHABILITATION TOTAL PRICE		\$

Bidder shall provide all 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.**

Work shall start within **10** working days after receipt of notification by Contractor of Notice to Proceed and shall be completed by **December 31, 2025**.

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

Addendum No: _____

Dated: _____

The City encourages the use of local labor in fulfilling the requirements of this contract.

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

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 as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

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

CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory, or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo, or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above, please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: _____

The above information is accurate:

Signature: _____ Date: _____

Title: _____

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 the information provided is true and answered to the best of my ability.

Signed: _____ Name: _____
(type or print)

Title: _____ Date: _____

I hereby state that all 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: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email 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
CITY OF KALAMAZOO
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 in accordance with all applicable statutes of the State of Michigan, 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 pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any 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, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers 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.

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 IV
SPECIAL REQUIREMENTS

1. BID BOND/GUARANTEE

The bid must be accompanied by a bid bond which shall not be less than five (5%) percent of the total amount of the bid. No bid will be considered unless it is accompanied by the required guarantee. The bid guarantee shall ensure the execution of the bid and award, and the furnishing of a performance bond and a labor and material bond (A and B below) by the successful bidder. (Contractors Note: A cashier's or certified check in lieu of a bid bond is **NOT** acceptable.)

A. PERFORMANCE BOND

A performance bond shall be furnished in the full amount of the contract ensuring the City of faithful performance of all the provisions of the contract, and the satisfactory performance of any equipment required hereunder. The bond shall also ensure the City against defective workmanship and/or materials.

B. LABOR AND MATERIAL (PAYMENT) BOND

A labor and material (payment) bond shall be furnished for the period covered by the contract, in the full amount of the contract for the protection of labor and material suppliers and sub-contractors.

Bonds shall be secured by a guaranty, or a surety company listed in the latest issue of the U.S. Treasury, circular 570, and licensed to do business in the State of Michigan, and written in favor of the City of Kalamazoo. The amount of such bonds shall be within the maximum amount specified for such company in said circular 570. The bonds shall be accompanied by a power of attorney showing authority of the bonding agent to sign such bonds on behalf of the guaranty or surety company. The cost of the bonds shall be borne by the Contractor.

Failure of the Contractor to supply the required bonds within ten (10) days after Notice of Award, or within such extended period as the Purchasing Agent may agree to, shall constitute a default and the City of Kalamazoo may either award this contract to the next lowest bidder or re-advertise for bids and may charge against the Contractor for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Kalamazoo for a refund.

2. 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.

3. SUBCONTRACTORS

- A. Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type of 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.
- B. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women business enterprise and shall use its best efforts to ensure that minority and women business enterprises have maximum practicable opportunity to compete for subcontract work under this agreement.

SECTION V
GENERAL PROVISIONS

1. INTENT

It is the intent of these plans and specifications to provide for a contractor who shall provide all labor, materials, tools, and equipment necessary for Water Supply and Pump Maintenance.

2. SCOPE OF WORK

This project involves various tasks related to water supply and pump system maintenance, including material allowances for (but not limited to): pump parts, labor, pump motor rewinding, and machine work. The contractor is responsible for completing all work as specified in the contract documents, ensuring high standards of quality and performance.

2.1 Material Allowance (Removal of Pump Parts and Replacement of Pump Parts)

Description of Work:

2.1.01 This item covers the removal and replacement of damaged or worn-out pump parts, including bearings and other associated components. It includes the removal of damaged pump parts, such as (but not limited to): bearings, bearing sleeves, pump wiring, pump casings, gaskets, and fittings, as well as the replacement of pump bearings and related components. The contractor shall ensure that all parts are replaced with new components that meet industry standards.

Specific Responsibilities:

2.1.02 Removal of Damaged Parts: Identify and remove damaged or deteriorated pump parts, including (but not limited to): pump bearings, bearing sleeves, copper wiring, pump casings, gaskets, fittings, scotchcast potting, and turbine oil.

2.1.03 Replacement of Bearings: Replace worn or damaged bearings, bearing sleeves, shafts, shaft seals, housing/frame, drive couplings, or any other components related to the pump's functionality. In addition to these parts, include the replacement of turbine oil and scotchcast potting where applicable and described below.

2.1.04 Turbine Oil: Ensure the replacement of turbine oil in the bearings and associated systems, ensuring correct oil grade and volume are used to meet operational standards and manufacturer specifications.

2.1.05 Scotchcast Potting: Replace the scotchcast potting as required, particularly in electrical components or motor connections that require insulation and protection. Ensure proper mixing, application, and curing of the scotchcast potting material to ensure electrical safety and longevity of the system.

2.1.06 Disposal and Transport: Properly dispose of all removed materials in accordance with environmental regulations and ensure that the removed components are transported to the appropriate disposal facilities.

2.1.07 Installation of New or Upgraded Parts: Install new parts, including (but not limited to): bearings, turbine oil, and scotchcast potting materials, in compliance with manufacturer specifications and industry standards.

2.1.08 Testing and Commissioning: After replacement, conduct necessary testing to ensure that the pump and related components are functioning correctly, efficiently, and meet performance standards.

Motor Rehabilitation

Payment Method:

2.1.09 The work under this item will be paid as a lump sum amount, which will cover all costs associated with the removal of pump parts, replacement of bearings, turbine oil, scotchcast potting, disposal, installation, and any testing and commissioning. Payment will be made upon completion of the specified work and acceptance by the Engineer.

2.2 Labor

Description of Work:

2.2.01 The contractor shall provide both skilled and certified labor for various tasks within the scope of the project. Labor includes work that requires specialized knowledge, experience, or formal qualifications, as well as tasks that require judgment and manual operations to achieve the desired results.

Specific Responsibilities:

2.2.03 Skilled Labor: Labor for tasks that require judgment to determine machine and manual operations, including laying out work, estimating material quantities, performing precise measurements, reading blueprints, and making mechanical adjustments.

2.2.04 Certified Labor: Labor for tasks that require formal qualifications such as licenses or certifications, including specialized machine operations, electrical work, system diagnostics, and other complex tasks. The contractor must provide documentation for certifications and licenses of workers involved in these tasks.

2.2.05 Both types of labor must meet the project’s technical and quality standards and comply with safety regulations.

Payment Method:

2.2.06 Labor costs will be paid as a lump sum amount for all skilled and certified labor provided under this scope. Payment will be made once the required labor is completed, and the contractor has provided evidence of the labor performed as per the project requirements.

2.3 Pump Motor Rewinding

Description of Work:

2.3.01 The contractor shall be responsible for rewinding electric pump motors that are damaged or no longer functioning efficiently. This includes replacing or repairing the internal windings to restore the motor’s performance.

Specific Responsibilities:

2.3.02 Inspecting and assessing pump motors for rewinding needs.

2.3.03 Rewinding the motor using copper or aluminum wire as specified by the contractor prior to the bid.

2.3.04 Testing the rewound motor to ensure it operates efficiently and safely.

2.3.05 Providing documentation related to the rewinding process, including any schematics or specifications related to the rewound motor.

Payment Method:

2.3.06 Pump motor rewinding will be paid as a lump sum amount for each motor rewound. Payment will be made upon completion of the rewinding work, including testing and documentation of the rewound motor.

Motor Rehabilitation

2.4 Machine Work

Description of Work:

2.4.01 The contractor shall perform various machine work tasks to ensure the proper functioning and efficiency of the water supply and pump system. This may include diagnosing and repairing mechanical systems, fabricating parts, and performing other machine-related work required to restore the pump and water systems to optimal performance.

Specific Responsibilities:

2.4.02 Performing diagnostic tests and repairs on machinery, including motors, pumps, and other mechanical components.

2.4.03 Fabricating or modifying parts necessary for machine repairs.

2.4.04 Making mechanical adjustments and fine-tuning equipment to improve performance.

2.4.05 Conducting system tests after machine work is completed to ensure all components function as expected.

2.4.06 Ensuring all machine work is performed in compliance with applicable industry standards and safety regulations.

Payment Method:

2.4.07 Machine work will be paid as a lump sum amount for all machine work performed. Payment will be made upon the completion of the required diagnostics, repairs, adjustments, and tests, and acceptance by the Engineer.

2.5. Mobilization and General Conditions (Special Occurrence)

Description of Work:

2.5.01 Mobilization and General Conditions shall be considered as a special occurrence, triggered under the special/ rare occurrence that the contractor will need to travel on-site for work under this contract. The contractor shall be responsible for the preparation and setup activities needed to begin the work. This includes mobilizing equipment, personnel, and materials to the job site, establishing necessary facilities, securing bonds and insurance, obtaining permits, and ensuring coordination with utilities for services.

Specific Responsibilities:

2.5.02 Mobilization: The contractor shall mobilize necessary equipment, personnel, and materials to the job site. This includes setting up field offices, providing temporary utilities, and ensuring that all equipment is in place for the start of work.

2.5.03 Permits & Bonds: The contractor shall be responsible for obtaining all necessary permits, securing performance and payment bonds, and providing insurance coverage for the duration of the project.

2.5.04 Site Preparation: Prepare the site for construction activities, including arranging for utilities, preparing work areas, and coordinating with local agencies for utility connections or other site-specific needs.

2.5.05 Coordination: The contractor must coordinate with local agencies, utility providers, and other stakeholders to ensure smooth site preparation and initiate the project without delay.

2.5.06 Incidental Costs: Any other incidental costs required for the initiation of the project, including initial site cleanup, establishment of temporary facilities, and project supervision, are included in this special occurrence item.

Condition:

2.5.07 Mobilization and General Conditions will only occur once the contract has been awarded and the project is officially commenced. This item is to be triggered under the special/ rare occurrence that the contractor will need to travel on-site for work under this contract.

Payment Method:

2.5.08 Mobilization and General Conditions will be paid as a lump sum amount **under pay item: machine work** for all work required under this item, including the mobilization of personnel and equipment, preparation of the site, and securing permits and bonds. Payment will be made upon the successful completion of the project.

2.6 Additional Requirements

2.6.01 Project Schedule: The contractor is expected to adhere to the project timeline as specified in the contract. Any delays must be communicated and managed according to the contract terms.

2.6.02 Quality Standards: All work must be performed in accordance with the latest industry standards and practices. The contractor is responsible for ensuring all materials and workmanship meet the specified quality levels.

2.6.03 Safety Compliance: The contractor shall comply with all safety regulations and provide a safe working environment for all personnel involved in the project.

2.6.04 Reporting and Documentation: The contractor must provide regular updates on the project's progress, including labor hours, materials used, and any issues encountered.

This Scope of Work outlines the detailed tasks, responsibilities, and expectations for the contractor. The contractor is expected to deliver all work in a timely, efficient, and professional manner, ensuring compliance with all applicable regulations and industry standards.

The bidder shall have all work substantially completed by December 31, 2025.

3. **QUANTITIES**

Payment will be made based upon unit pricing of quantities installed.

4. **UNIT PRICING**

The unit price, including its pro-rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.

5. **INSPECTION OF WORK**

The City may maintain inspectors on the job who shall at all times have access to work. There will not be fees associated with this inspection.

6. **INSPECTION OF SITE**

Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with the existing conditions relating to construction and labor and shall fully inform himself/herself as to the facilities involved and the difficulties and restrictions attending the performance of this contract. The bidder shall thoroughly examine and become familiar with the drawings, specifications, and all other bid/contract documents. The Contractor, by the execution of this contract, shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself/herself with the conditions there existing. No allowance shall be made subsequently in this connection on behalf of the Contractor for any negligence of his/her part. For inspection call the Public Services Department, Water Resources Division.

7. INSPECTION AND TESTING

The Contractor shall give the Project Manager timely notice of readiness of the work for all required inspections, tests, or approvals, and shall cooperate with inspections and testing personnel to facilitate required inspections or tests. The City will provide for materials and construction testing including but not limited to compaction of subbase and backfill material, concrete testing and asphalt testing. The cost of said testing shall be borne by the City. Verification that testing required by the contract has been completed on one phase of the project prior to proceeding to the next phase is the responsibility of the Contractor. In the event that the project has proceeded without required testing, the Contractor shall insure that the required testing is obtained retroactively and shall provide access for testing as necessary at his/her sole expense.

8. MATERIALS INSPECTION AND RESPONSIBILITY

8.1 The Project Manager shall have the right to inspect any materials to be used in carrying out the terms of the contract.

8.2 The City does not assume any responsibility for the contracted quality and standard of all materials, equipment, components or completed work furnished under this contract.

8.3 Any materials, equipment, components or completed work which does not comply with contract specifications, MDOT, or State codes may be rejected by the City, and shall be replaced by the Contractor at no cost to the City.

8.4 Any materials, equipment or components rejected shall be removed within a reasonable period of time from the premises of the City at the entire expense of the Contractor after notice has been given by the City to the Contractor that such materials, equipment or components have been rejected.

9. LAYING OUT WORK

Before submitting a bid, the Contractor shall verify all measurements and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings. Any difference that may be found shall be submitted to the City Engineer for consideration before proceeding. The Contractor shall provide staking for the project.

10. SUPERVISION

The Contractor shall employ an experienced superintendent or foreperson on the job at all times.

11. TEMPORARY UTILITIES

11.1 Temporary or construction water will NOT be available on the sites. The Contractor must provide for drinking water.

11.2 Temporary toilets: To be supplied by the Contractor as may be necessary.

12. 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.

13. TARDINESS

Construction delays resulting from tardiness on the part of the Contractor will be reviewed by the City in the event of any request for contract extension by the Contractor.

14. **PROGRESS SCHEDULE**

- 14.1 After receipt of Notice to Proceed, work shall start within 10 days unless otherwise agreed to by the Project Manager.
- 14.2 **Project shall have a final completion date of December 31, 2025.**
- 14.3 Work of a similar nature may be added to this contract if agreed to by the City and the Contractor. In the event that work is added, the progress schedule for the work will remain unchanged. Any contract time added for additional work will be applied to that additional work only and cannot be added to items in the original contract. Any work done on the items in the original contract past the number of working days stated herein will be subject to liquidated damages regardless of any work that may be added at a later date.
- 14.4 The Contractor will be required to meet with the Public Services representatives to work out detailed progress schedule. The schedule for this meeting will be within two weeks after contract award has been made.
- 14.5 The named sub-contractor(s) for all items shall also be present at the scheduled meeting and they will be required to sign the Progress Schedule to indicate their approval of the scheduled dates of work set forth in the Progress Schedule.
- 14.6 The Progress Schedule shall include, as a minimum, the starting and completion dates for major items, and where specified in the bid document the date the project is to be opened to traffic as well as the final project completion date specified in the bid documents. The Progress Schedule shall be coordinated with all aspects of the work occurring at the site.
- 14.7 Failure on the part of the Contractor to carry out the provisions of the Progress Schedule as established may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.
- 14.8 The starting date and the contract time to the completion date for this project may be adjusted by Public Services without imposing liquidated damages upon the receipt of satisfactory documented evidence that unforeseen delayed delivery of critical materials will prevent the orderly prosecution the work.
- 14.9 Section 501.03.I.2, Seasonal Limitations, is amended as follows: Seasonal limits for placing HMA mixtures in the City of Kalamazoo will be May 5 thru Oct. 15. No HMA paving will be allowed outside of these dates unless approved by the Engineer.

15. **CONSTRUCTION SCHEDULE AND COORDINATION**

- 15.1 The Contractor shall supply the City with an agreeable construction schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.
- 15.2 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.
- 15.3 The Contractor is required to keep the Project Manager fully informed of any proposed work which will tend to interfere with the existing operations at the site.
- 15.4 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.

16. CONTRACTOR COORDINATION

- 16.1 The Contractor shall make every effort to coordinate every aspect of his work with that of other contractors on the site to assure an efficiently managed and proper installation. Special attention shall be given by the site contractor to the coordination with the playground equipment installation contractor and vice versa.
- 16.2 Consideration shall be given to timing of construction, maintaining adequate construction access, and construction staging. Any costs associated with this coordination shall be included in the contract.

17. COORDINATING CLAUSE

The Contractor's attention is called to Article 104.08 of the MDOT 2020 Standard Specifications for Construction entitled "Cooperation by the Contractor."

18. ADDITIONS

- 18.1 Any modification to the contract shall be subject to prior approval by the Purchasing Agent. City Commission approval may also be required.
- 18.2 Prices for additional work required are not requested in the itemized listing contained herein for the base project. Should additional work be authorized, compensation shall be made on the basis of price or prices to be mutually agreed upon. Such additional work shall not begin until a Change Order has been approved.

19. MAINTAINING TRAFFIC

- 19.1 This work shall be in accordance with the requirements of Section 812 of the MDOT Standard Specifications for Construction and as specified herein. The Contractor is advised that the current Michigan Manual of Uniform Traffic Control Devices is hereby established as governing all work in connection with traffic control devices, barricade lighting, etc. required on this project.
- 19.2 The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to: Advance, regulatory and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines for intersecting streets which are to be closed with the first usable street on each side of the project. Traffic regulators, where required by the Engineer, are included.
- 19.3 Where the existing pavement or partial widths of new pavement are to be utilized for the maintenance of through and local traffic, drum type barricades will be required at 50' intervals or as directed by the Engineer for channeling and directing traffic through the construction area.
- 19.4 Through traffic shall be maintained utilizing sidewalk closures with detours and traffic shifts per MDOT traffic and safety details.
- 19.5 Protection of all pedestrian traffic shall be maintained at all times.
- 19.6 Payment for the traffic control devices shall be based on the quantity used and the contract unit prices.

Motor Rehabilitation

Bid Reference #: 91392-004.0

MAINTAINING TRAFFIC (Cont.)

- 19.7 Under Article 812.04.D "Operated Pay Items" the term 'Relocating' shall include the relocating of the item from any street covered by the contract to any other street covered by the contract.

Special Restrictions: Access to frontage properties shall be maintained as much as practical. Emergency access shall be maintained at all times. The Contractor shall maintain two-way traffic with flag control as needed when the road is restricted to only one traffic lane.

20. LIQUIDATED DAMAGES

Liquidated damages, if applicable, shall be \$500.00 a day regardless of contract size.

21. REMOVAL OF RUBBISH

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

22. SITE ACCESS

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

23. GUARANTEE

The Contractor shall guarantee all of his/her work for a period of two (2) years following the date of final acceptance of the completed work and shall repair, replace or make good any materials or work which fail to function or perform or be found defective, without cost to the City.

24. SAFETY

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

25. PAY ESTIMATES

The Contractor shall be responsible for the generation of invoices for payment. Payment will be generated by the City based upon an approved invoice. Recommended frequency of payment is monthly, however, frequency of payment will not exceed bi-weekly.

26. PRODUCT/SYSTEM SUBSTITUTIONS

The inclusion of a manufacturer's name, trademark, or other proprietary identification of a product shall not limit competition, but shall establish a standard of quality. However, the substitution of a product in place of that specified shall be permitted only upon the Owner's issuance of written approval in the form of an Addendum, following the procedure as outlined below.

Submit a written request, to be received not later than 14 days prior to scheduled bid opening, for Substitution of any Product not named. If no substitutions are submitted, it will be reasonably concluded by the Owner that the specified product will be incorporated into the Work and the Bidder will be committed to supplying the specified product.

- 26.1 Describe in detail any variance to the Product specified. All proposed substitution for specified items shall be substantially the same size (height, length, width, diameter, etc.), type, color, construction quality and shall meet the design intent to be considered for substitution for the Product specified.
- 26.2 Document each request with complete data substantiating compliance of proposed Substitution with Product specified including written certification that Product conforms to or exceeds all requirements of the Product specified.
- 26.3 Document all coordination information, including a list of changes or modifications needed to the Contract Documents or other parts of the Work and to construction performed by the Owner and Separate Contractors that will become necessary to accommodate the proposed substitution.

PRODUCT/SYSTEM SUBSTITUTIONS (Cont.)

- 26.4 Provide name, address, and telephone number of manufacturer's authorized representative.
- 26.5 Submit three copies of all documents for each request for Substitution for consideration.
- 26.6 Approval of the Substitution request, if given, will be in the form of an addendum issued prior to scheduled opening date and hour at local time.

27. SAMPLES AND DEMONSTRATIONS

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidder's request.

28. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of the material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be full in accord with specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

29. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, the bidder **MUST** indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.

30. SAFETY STANDARDS

The bidder warrants that the products supplied to The City conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the failure to comply with this condition will be considered a breach of contract.

31. MANUFACTURER'S CERTIFICATION

The City reserves the right to request from bidders separate manufacturer certification of all statements made in the bid.

32. 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.

33. PROTECTION OF PROPERTY

- 33.1 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 which are not required to be disturbed by the requirements of the work.
- 33.2 The Contractor shall be responsible to determine the location of and to protect from damage any utilities or other improvements.

34. PERMITS

The contractor shall obtain necessary Right-of-Way permits.

35. PROJECT MANAGER'S STATUS

The City Engineer (Engineer) or their duly authorized representative shall be the City's Project Manager and shall have the duties and responsibilities as provided in the contract.

The Project Manager shall have the authority to reject any work or materials which do not conform to the contract and to decide questions or interpretations which may arise from the contract documents.

The Contractor shall immediately report to the Project Manager any questionable or obvious error or omission which may be apparent in the contract documents and shall not proceed with work until the Project Manager has resolved the error or omission.

36. SPECIFICATIONS FOR CONSTRUCTION

The items of work in this contract shall conform to the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, MDOT Supplemental Specifications, and/or the City of Kalamazoo Standard Specifications unless superseded by a Special Provision contained in this document.

37. QUANTITIES

The quantities shown on the Bid and Award pages are approximate only and may be subject to increase or decrease. No guarantee of maximum or minimum is given.

38. BASIS FOR PAYMENT

Payment shall be based on the bid unit price for each work item and the approved constructed quantity for that work item. Due to potential differences in conditions between the plans and the field, final as built quantities may be different than contained in the bid document. The City does not guarantee quantities and will pay only for "as built" quantities approved by the Project Manager or his representative. Quantities in excess of those approved shall be at the Contractor's own expense, the City will not be responsible for any excess quantities not approved. Should an item of work have to be redone, such as replacing new walk because the Contractor failed to adequately protect the wet concrete from rain or pedestrian or vehicular damage, such work shall be replaced at the Contractor's expense. Should changes in design result in the Project Manager directing the removal and reinstallation of already completed work prior to final completion and acceptance of the project, such removal and installation shall be paid for based on as-bid unit prices and the quantities removed and installed.

39. PAYMENT TO CONTRACTOR

The Project Manager will be responsible for approving all measured quantities of work. Once measured quantities are approved, the Contractor shall submit a pay invoice to the City of Kalamazoo Attn: Accounts Payable at 241 West South Street, Kalamazoo MI, 49007. The contractor is required to meet with the Project Manager to verify final constructed quantities within 60 days of project completion. In the event of a disagreement the Project Manager's measured quantities shall be considered final.

40. WORK HOURS

All work shall be done between the hours of 7 am to 7 pm (Monday – Saturday). Work done outside of these times will be at the discretion of the Project Manager.

No work shall be done on Sunday or City Observed Holidays, unless otherwise approved by the Project Manager in writing.

The Contractor shall conduct their work in such a manner that no excavations are left open overnight. If this is not possible, the Contractor shall provide and install a temporary fence to protect the excavation, at the Contractor's expense.

41. **QUESTIONS**

Bidders shall address questions regarding the specifications to Jamie Barnier, Senior Civil Engineer at barniera@kalamazoo.org. (This does not relieve the requirements of Page 1, Item 3.) Questions regarding terms, conditions and other related bid requirements may be addressed to Scott Shaffer at shaffers@kalamazoo.org, Buyer at (269) 337-8444.

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 Manager. Upon notification, the Contractor shall submit to the Purchasing 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 Manager 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.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoo.org. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department. The City of Kalamazoo’s 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 paperwork 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.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Upon issuance of certificates of Payment by the Architect/Engineer for labor and material incorporated in the work and the materials suitably stored at the site payment shall be made up to ninety (90%) percent of the value thereof.

When the cumulative total of payment is equal to fifty (50%) percent of the contract sum, subsequent payments will be made in the full amount for labor and material certified by the Architect/Engineer.

The amount retained shall be held until final acceptance of the work, receipt of all payrolls, releases, and waiver of liens.

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 Agent. City Commission approval may also be required.

ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT 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 negligent acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall 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.

DEFAULT (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.

12. TERMINATION OF CONTRACT

The City may, at any time and without cause, suspend the work of this contract for a period of not more than ninety days after providing notice in writing to the Contractor. The Contractor shall be allowed an adjustment in the contract price or an extension of the contract times, or both, directly attributable to the suspension if Contractor makes an approved claim.

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. 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.

14. 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 mobile phone, beeper 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.

15. 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.

16. INSPECTION OF WORK SITE

Before submitting bids or quotes for 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, in behalf of the Contractor, for any negligence on his/her part.

17. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 11, DEFAULT)

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 individual's 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.

* Except for contracts entered into with parties employing less than three employees.