

REQUEST FOR SEALED BIDS
FOR THE
CITY OF ALPENA PROJECT
Public Safety Facility Copier

May 2017

Prepared By:

City of Alpena
IT Department
208 N. First Avenue
Alpena, MI 49707
(989) 354-1730



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REQUEST FOR SEALED BIDS

Public Safety Facility Copier

The City of Alpena will receive sealed bids in the office of the City Clerk, Alpena City Hall, 208 N. First Avenue, Alpena, Michigan, 49707, until 2:00 p.m., Tuesday, May 30, 2017, for the Public Safety Facility Copier. This project includes, but is not limited to, supply, delivery, assembly, and initial training

The bids shall be opened and read publicly and then referred to City Council for action at a regular Council meeting.

Beginning on May 12, 2017, specifications may be obtained on the City of Alpena website at www.alpena.mi.us.

Questions regarding the bid contents should be directed to the City of Alpena IT Department via letter, written facsimile (989) 354-1709 or e-mail to steves@alpena.mi.us.

The Contractor shall furnish all labor, equipment, and materials necessary to complete the work in accordance with the specifications.

A bid bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City for a sum of not less than five percent (5%) of the amount of the minimum base bid will be required with each proposal submitted where the cost estimated by the bidder exceeds \$35,000. The City reserves the right to require bid security for bids under \$35,000 when the circumstances warrant.

The City reserves the right to reject any and all bids and to waive irregularities in bids and to accept any bids which in the opinion of the City Council may be most advantageous to the City of Alpena and/or in accordance with the City's "Award Process" and other bidding documents.

Please pay particular attention to Section III., Award Process, A. Evaluation on page 9, as this language has changed.

Please mark your envelope **"SEALED BIDS – Public Safety Facility Copier, May 30, 2017."**

City of Alpena



By: Karen Hebert
City Clerk

ADVERTISEMENT

I. Sealed Bids Due

Sealed bids on forms prepared by the Engineer will be received by the City of Alpena at 208 N. First Avenue, Alpena, Michigan, 49707, until 2:00 p.m. (local time) on Tuesday, May 30, 2017, for the Public Safety Facility Copier, in accordance with drawings, specifications, and other contract documents prepared by the City of Alpena Engineering Department.

II. Proposals Will be Publicly Opened and Read

At 2:00 p.m. (local time) on May 30, 2017, at 208 N. First Avenue, Alpena, Michigan, 49707. Bids received after the aforementioned time shall be considered late and returned to the submitting entity unopened.

III. Reviewing Documents

Drawings, specifications, and other contract documents may be reviewed at the following plan rooms:

City of Alpena
City Engineering Office
208 North First Av
Alpena, MI 49707

IV. Obtaining Contract Documents

Drawings, specifications, and other contract documents may be obtained on the City of Alpena website beginning on May 12, 2017.

INSTRUCTIONS TO BIDDERS

I. Proposals Requested for Supply of the necessary materials, tools, and all of the equipment and labor necessary, and all utilities and transportation services required to be performed and completed in workmanlike manner all of the work shown in accordance with drawings, specifications, and other contract documents prepared by the City of Alpena:

- A. Proposal: To be considered, each bidder shall submit a COMPLETE proposal in response to this Request for Sealed Bids. No other distribution of proposals is to be made by the bidder. Each proposal shall be made on a form prepared by the Engineer and included as one of the contract documents and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.
- B. Discrepancies: In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
- C. Modifications: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
- D. Examination of Contract Documents and Visit to Site: Before submitting a proposal, Bidders shall carefully read the specifications and the other contract documents, shall visit the site of work and shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the contract documents.
- E. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened.
- F. Withdrawal: Any Bidder may withdraw his proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of proposals.
- G. Opening: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.
- H. Award or Rejection: The contract will be awarded to the responsive and responsible bidder who offers the best value to the City of Alpena in compliance with the instructions herein and with the Advertisement. (See section "Award Process" in the "Instructions to Bidders".)

II. Interpretation of Documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents or finds discrepancies in or omissions from the drawings or specifications he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for the prompt delivery. All requests for information on the project shall be via, letter, written facsimile (989) 354-1709 or e-mail to engineer@alpena.mi.us.

In the event that information is transmitted other than by letter, facsimile, or email, answers furnished shall not be considered official until verified in writing by the City of Alpena.

The City of Alpena does not commit to answering questions during the last seven (7) workdays prior to sealed bid opening date.

Answers that change or substantially clarify the request for sealed bids or the specifications will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the contract documents until seven (7) working days prior to date of sealed bid opening. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the contract documents.

III. Addenda

Any addenda issued during the time of bidding or forming a part of the contract documents loaned to the Bidder for the preparation of his proposal shall be covered in the proposal and shall be made a part of the contract. Receipt of each Addendum shall be acknowledged in the proposal. Information requests shall follow the procedure as above and must be received a minimum of seven (7) working days prior to bid letting date for sufficient time to issue an addendum if warranted.

IV. Bidders Interested in More Than One Proposal

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

V. Correction or Withdrawal of Bids; Cancellation of Awards

Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistake, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- A. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- B. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or that cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the City Clerk.

VI. Performance Bond and Labor and Material Payment Bond

When a contract is awarded in excess of \$35,000, a Performance Bond and Labor and Material Payment Bond shall be required. These bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract.

- A. Performance Bond: A bond satisfactory to the City, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract; and
- B. Labor and Material Payment Bond: A bond satisfactory to the City, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

The City reserves the right to require these bonds and security when the contract does not exceed \$35,000 when the circumstances warrant. The City further reserves the right to require, regardless of contract amount, additional bonds and security including, but not limited to, the bond required by sidewalk contractors when circumstances warrant.

VI. Contractor's Liability Insurance

The Construction Contractor shall maintain at its own expense during the term of this Contract the insurance coverage(s) where indicated by an [X]:

A. [X] Workers Compensation Insurance

1. Contractor shall maintain statutory workers compensation and employer's liability insurance. Limits shall be no less than \$ 500,000 for bodily injury by accident or \$500,000 each employee for bodily injury by disease, Dependent on the type of project the minimum coverage may be increased.
2. Waiver of Subrogation - Contractor waives all rights against the City of Alpena, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employer's liability insurance obtained by the Contractor.
3. If Contractor is self-insured for purposes of workers compensation, the Contractor must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

B. [X] Commercial General Liability and Umbrella/Excess Liability Insurance:

1. [X] a. Contractor shall maintain commercial general liability (CGL), and, if necessary, commercial umbrella/excess insurance with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project.

[] b. Projects of a larger scope that could or would impact the greater population may require a CGL of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required amount of coverage will be included in the bid specifications.
2. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract.
3. City of Alpena shall be included as an additional insured under the CGL and under the commercial umbrella/excess, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. **A copy of the certificate shall be provided to the City prior to the execution of the contract.** On the Additional Remarks Schedule of the certificate it shall state: "The City of Alpena is an Additional Insured on the noted policies with respect

to any contract between the Named Insured and the Certificate Holder.” A sample Certificate of Liability Insurance form is attached to the end of this policy.

4. Waiver of subrogation - Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

C. Business Auto and Umbrella/Excess Liability Insurance:

1. Contractor shall maintain business auto liability and, if necessary, commercial umbrella/excess liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
2. Waiver of subrogation - Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella insurance obtained pursuant to this agreement.

D. Builder's Risk Insurance:

1. Contractor shall purchase and maintain builder's risk insurance on the Contractor shall purchase and maintain builder's risk insurance on the entire project. Such insurance shall be written in an amount equal to the contract sum. Insurance shall be written on a replacement costs basis. All approved change orders must be accompanied by an increase in the builder's risk limit of insurance at the time the change order is approved.
2. The insurance shall name as insured the Owner, General Contractor, Construction Manager, and all contractors and subcontractors undertaking the work.
3. The insurance shall cover the entire work at the site identified in this agreement, including reasonable compensation for architect's fees made necessary by an insured loss. Insured property shall include property on the site but not yet a part of the building, portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be legally made necessary by operation of building laws and ordinances.

4. Contractor shall purchase and maintain boiler and machinery insurance, the insurance shall name as insured the Owner, General Contractor, Construction Manager, and all contractors and subcontractors undertaking the work.
5. The insurance required in this section shall be written to cover “all risk” of physical loss except those specifically excluded in the policy.
6. A copy of the certificate shall be provided to the City prior to the execution of the contract. On the Additional Remarks Schedule of the certificate, it shall state: “The City of Alpena is an Additional Insured on the noted policies with respect to any contract between the Named Insured and the Certificate Holder.”

E. All the above insurance policies shall contain the following wording:

“It is agreed that this insurance shall not be cancelled, materially changed, or non-renewed without at least a sixty (60) day written notice to the City of Alpena at their principal mailing address.”

F. Insurance Company Approval and Certificates of Insurance:

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Manager of the City of Alpena with certificates of insurance or a certified copy of the policy, if requested by the City Manager.

VIII. HOLD HARMLESS CLAUSE

The Contractor shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Contractor's late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to the Contractor, any Sub-contractor, any Sub-subcontractor, any material men, any of their respective employees, agents, servants, or representatives; provided, however, the Contractor shall not be required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

IX. Award Process

Responses to this request for sealed bids will be evaluated based upon the bidder's current ability to provide the highest level of service and quality product that meets the requirements and goals of this request for sealed bids and is in the best interest of the City.

- A. Evaluation: **All bidders must submit either a completed "Contractor's Qualification Statement" included at the end of this package or have submitted a Contractor's Qualification Statement within the past 3 years. If three or more years have passed since the submission of a Contractor's Qualification Statement, the contractor shall submit a Statement with this bid package.** The cover sheet and Sections 1 through 4 and Section 6 MUST be completed in their entirety. **Section 5 "Financing" need only be submitted upon request of the City of Alpena.** This document will be used in evaluating your request for sealed bids response. Failure to provide this information shall make the bid ineligible.

Bidders shall also submit unit cost and/or total project cost on the prepared proposal forms included.

- B. Past Performance: The City of Alpena reserves the right to evaluate the bidder's prior performance with the City of Alpena, and the prior performance information may be a factor in the award decision.
- C. Financial Stability: In making an award decision, the City of Alpena reserves the right to evaluate the financial stability of any bidder. The City of Alpena may seek financial information from the bidder via the "Financing" section of the "Contractor's Qualification Statement". If the City of Alpena determines in its sole discretion that contracting with a bidder presents an unacceptable risk to the City of Alpena, the City of Alpena reserves the right to not award a contract to that bidder.

D. Additional Steps: The City of Alpena, at its option, may engage other processes in order to make a final award decision:

1. Clarifications

If it is determined to be in the best interest of the City of Alpena and/or if a bidder's proposal is unclear, the City of Alpena may request from one or all bidders, a clarification. The City of Alpena will document, in writing, clarification being requested and forward to the bidders affected. This process does not allow for changes, rather to simply clarify the proposal submitted.

2. Site Visit

The City of Alpena may conduct a site visit to tour and inspect the bidder's facilities. The City of Alpena will schedule these visits, if required.

3. Pricing Negotiations

If it is determined that the pricing offered by bidders exceeds the budget or the cost expectation for the bid, the City of Alpena may enter into negotiations with the bidders on pricing only. No modification to the technical requirements or specifications will be allowed. If once a recommendation is made to award to a bidder, the City of Alpena, at its discretion, may engage in further pricing negotiations with the recommended bidder.

E. Method of Award: Award will be made to the responsive and responsible bidder who offers the best value to the City of Alpena. Best Value is determined by the bidder offering the best combination of the factors stated above in Sections IX-A through IX-D in the Instructions to Bidders section.

The City of Alpena reserves the right to reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined by the City of Alpena that the best interest of the City of Alpena will be served by doing so. In determining an award, qualifications of the bidder, conformity with specification of goods and/or services to be supplied, cost, and delivery terms, and a bidder's past performance on City of Alpena contracts will be considered. Bidders in violation of City Ordinance at the time of the bid opening may be considered ineligible to contract with the City or the bid may be rejected entirely.

The City reserves the right to enact the Local Bidders Preference if the City determines that bidders in question have first satisfied the conditions set forth by sections A through D of the "IX Award Process" section. The City may grant an award to a *qualified* local bidder/vendor as defined below for an amount equal to the lowest bid submitted meeting specifications. The following businesses shall be given the opportunity to lower their overall bid amount if they are within the following percentages:

A. Alpena City businesses:

Within 7% for projects under \$100,000 and 5% for projects at or over \$100,000

- B. Alpena County businesses:
Within 5% for projects under \$100,000 and 3% for projects at or over \$100,000

City of Alpena businesses shall have priority over Alpena County businesses.

To be considered for local bidder preference, a local bidder/Vendor shall have met the following qualifications for at least one year prior to the date bid proposals are due:

1. Shall have a legal and permanent business address within Alpena County.
2. Shall be a personal property and real property taxpayer in Alpena County.
3. Shall be in compliance with all City Codes and Ordinances.
4. Shall not be indebted or in default to the City.

F. Available Funding: In the event the low responsive and responsible bid for a construction project exceeds available funds, the City Clerk or City staff under the direction of the City Clerk, is authorized when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. **Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the request for bids and must be approved by the City Clerk or City Manager.**

G. Lawsuits and Arbitration: The City reserves the right not to award a contract to any individual, organization, contractor, or subcontractor who has filed any lawsuits or requested arbitration with regard to construction contracts within 5 years prior to the bid.

BID PROPOSAL

I. The Following Proposal is Hereby Made to:

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

III. Stipulated Amount

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and other means of construction, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Engineering Department.

Prices and notations must be made in the table below in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

| ITEM | BID PRICE |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Multi-Function Copy Machine in accordance with the specifications including all labor, equipment, and materials to, supply, deliver, assemble, and train personnel. Cost includes all parts and power accessories. | \$ |
| Maintenance: | |
| Cost per B&W Copy | \$ |
| Cost per Color Copy | \$ |
| Indicate Minimum Copies if applicable (B&W/Color) | / |

IV. Addenda

The Undersigned hereby acknowledges receipt of the following addenda:

| <u>Addenda No.</u> | <u>Dated</u> |
|--------------------|--------------|
| _____ | _____ |
| _____ | _____ |

V. Execution of Agreement and Furnishing Bonds

Within ten (10) days of receiving the prepared contract documents, the Undersigned agrees to execute the form of agreement included as part of the contract documents and to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract amount and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount.

VI. Subcontractor Acknowledgment

The Undersigned hereby acknowledges all subcontractors to be utilized on the above stated projects. The successful bidder agrees to bind every subcontractor by the terms of the contract documents. The City reserves the right to disqualify any potential subcontractor listed herein and any subcontractors which the contractor may elect to use on the project. The City reserves the right to require subcontractors to submit the information required in the section "Award Process". The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. All subcontractors shall be held accountable to the criteria and obligations as described by specifications and contract documents herein. Failure to list subcontractors may result in rejection of the bid.

| <u>Subcontractor</u> | <u>Item of Work</u> |
|----------------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

VII. Execution of Contract

A Contract will be executed with the responsive and responsible bidder who offers the best value to the City of Alpena upon approval by City Council.

VIII. Bid Price Guarantee

The bidder shall honor the individual bid prices and project bid total for a period of sixty (60) days following the bid submittal date.

IX. Contract Time

If awarded the contract, the Undersigned shall start work on the project within ten (10) days or on an agreed upon date after the receipt of the executed contract, which shall serve as the notice to proceed, and shall complete all work described in the contract by **June 30, 2017**. Five Hundred (\$500) dollars per day will be deducted from monies due the Contractor for each calendar day, exclusive of Sundays and holidays, that the work remains uncompleted beyond the completion date. Written extensions will be reviewed and may be approved by the City Engineer with justifications.

X. Owners Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner in accordance with section "Award Process".

XI. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Contractor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

XII. This Proposal is Submitted By:

Company Name _____

By _____

Title _____

Address _____

City, State & Zip _____

Telephone No. _____

AGREEMENT

I. THIS AGREEMENT, made as of the _____ day of _____, 2017, by and between the City of Alpena, hereinafter called the OWNER, AND _____, hereinafter called the CONTRACTOR, WITNESSETH that whereas the CONTRACTOR intends to furnish all materials, tools, and all of the equipment and labor necessary, and all utilities and transportation services required to perform and complete in workmanlike manner all of the work shown being the **Public Safety Facility Copier**, hereinafter called the PROJECT, in accordance with the drawings, specifications, and other contract documents.

THE OWNER AGREES TO PAY and the CONTRACTOR agrees to accept, in full payment for the performance of this contract, the contract amount of:

_____ (\$ _____)

The contract amount listed above is based on unit prices for estimated quantities. Completed contract amount may vary.

NOW, THEREFORE, the OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

II. THE CONTRACTOR AGREES to furnish all labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.

Dated

A. Contract Time: Work under this agreement shall start within ten (10) days or on an agreed upon date after the receipt of the executed contract, which shall serve as the notice to proceed and shall be completed by the following date: **June 30, 2017**. Five Hundred (\$500) dollars per day will be deducted from monies due the Contractor for each calendar day, exclusive of Sundays and holidays, that the work remains uncompleted beyond the completion date. Written extensions will be reviewed and may be approved by the City Engineer with justifications.

B. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. The contractor shall submit a written request and receive permission from the Engineer to use any subcontractor other than those

listed in Section VI of the Bid Proposal prior to that subcontractor working on the project.

III. THE OWNER AGREES to make and the Contractor agrees to accept payment in accordance with the unit price schedule of the proposal and in accordance with the provisions of the contract documents.

A. Progress payments will be made in accordance with the General Conditions of the contract.

IV. Contract Documents

The contract documents comprise the following general classifications of documents, including all additions, deletions and modifications incorporated therein before the execution of the agreement.

A. Bidding Documents

B. Contractual Documents

C. Standard General Conditions of the Construction Contract

D. Modifications to the Standard General Conditions of the Construction Contract

E. Performance Bond

F. Labor and Material Payment Bond

G. Special Provisions

1 Copier Specifications

2 Safety Requirements

In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this instrument)
- B. Addenda to Contract Documents
- C. Remaining Legal and Procedural Documents
 - 1. Proposal
 - 2. Information for Bidders
 - 3. Advertisement
- D. Detailed Specification Requirements
- E. Drawings
- F. Modifications of the General Conditions of the Contract (Article 18)
- G. Standard General Conditions of the Construction Contract (Articles 1 through 17)
- H. Bonds
 - 1. Performance Bond
 - 2. Labor and Material Payment Bond
 - 3. Proposal Guaranty

VI. Authority and Responsibility of the Engineer

All work shall be done under the general observation of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

VII. Successors and Assigns

This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor, respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VIII. Special Provisions

The Owner and the Contractor mutually agree that this agreement shall be subject to the Special Provisions, which shall supersede other conflicting provisions of the Agreement.

IX. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Contractor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

X. Agreement Execution

IN WITNESS WHEREOF, the parties have made and executed this agreement, the day and year first above written.

City of Alpena

OWNER

CONTRACTOR

By: _____
Matthew J. Waligora, Mayor Date

By: _____
Title

By: _____
Karen Hebert, City Clerk Date

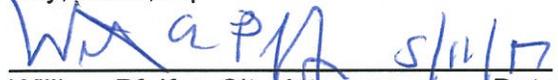
By: _____
Title

208 N. First Avenue
Business Address

Business Address

Alpena, MI 49707
City, State, Zip

City, State, Zip



William Pfeifer, City Attorney Date
(approved as to form only)

Business Telephone Number

Copier Specifications

It is the intent of the City of Alpena to purchase a multifunction color copier/scanner machine and enter into a 6-year maintenance contract with the vendor for the supply of consumables and necessary parts and repairs.

Interested bidders are required to make a site visit to the Public Safety Facility to review and measure the copier area and doorways for delivery and installation. Please contact Steve Shultz at 989-354-1732 or steves@alpena.mi.us to schedule a site visit. Bidders shall NOT visit the Public Safety Facility without scheduling an appointment, as an escort is required while in the building. Failing to perform a site visit to confirm dimensions may make a bid ineligible.

The copier shall meet, but not be limited to, the following minimum specifications:

- 60 ppm Color / 75 ppm black and white
- Single-pass dual scanning document feeder, 150 originals per minute
- Touch-screen user interface
- Staple/finisher+Saddle Stitcher, 80 pg booklet or 100 sheet stapling
 - Offset, group, sort, punch (2 and 3 hole), post insertion, z-fold, half-fold, tri-fold, and booklet modes
- Minimum 1500 sheet capacity for Letter and Legal size formats (may be multiple trays) and bypass for other sizes up to and including Ledger
- Scan to pdf (with OCR) to hard drive (250 Gb), network drive, and email. Shall be a network TWAIN compliant scanner
- Built-in wired Gigabit Network Interface and Wireless capable with AirPrint compatibility
- 2 Gb Internal Memory

- Power Manager shall be included as necessary
- All shipping, delivery, assembly, set-up, special rigging, network install, and initial employee training shall be included in the bid price
- High-Capacity tray is NOT needed
- Fax is NOT needed

SPECIAL PROVISION
FOR
Safety Requirements

ALP

1 of 1

01/09

a. Description of Work - While the Contractor is performing any work on or related to the project described by the specifications herein, they shall conform with all applicable occupational safety and health regulations as set forth by Federal, State, and Local agencies, especially, but not limited to MDOT, FHWA, OSHA, MIOSHA.

b. Materials - All materials, including, but not limited to, all safety equipment shall conform to the most current applicable standards and requirements.

c. Construction Operations - The Contractor shall be solely responsible for maintaining conformance with all applicable Federal, State, and Local safety requirements while performing any work for the City of Alpena as part of this contract. The City of Alpena shall not assume any responsibility, nor enforce, any safety standards or requirements. The Contractor shall hold the City of Alpena harmless to any violations incurred or fines received precipitating from non-conformance with any safety regulations.

The contractor SHALL provide a typed copy of the emergency contacts for this project at the pre-construction meeting or 72 hours prior to work.

d. Measurement and Payment - There shall be no additional payment for conformance with safety and health regulations. Any costs for fines, safety equipment, safety materials, or safety training as specified by Federal, State, and Local agencies initially or as a result of inspections at the job site shall be borne by the Contractor.