

Ice Skating Floor Replacement

CITY OF ROYAL OAK, MICHIGAN INVITATION TO BID ICE SKATING FLOOR REPLACEMENT

DATE: February 11, 2009

BID NO.: SBP-PUR-09-001

Sealed proposals for **ICE SKATING FLOOR REPLACEMENT** will be received by the City of Royal Oak, Purchasing Department Room 101, 211 Williams Street, Royal Oak, Michigan 48067, up to 3:00 PM on **MARCH 6, 2009**, at which time they will be publicly opened and read at the Royal Oak City offices.

PLEASE MARK ENVELOPES: SBP-PUR-09-001 ON THE LOWER LEFT-HAND CORNER.

Bids shall be submitted in accordance with the attached specifications. In submitting your bid, your company shall use the attached specifications and bid sheet. **FAX BIDS WILL NOT BE CONSIDERED NOR ACCEPTED. IT IS RECOMMENDED THAT BIDS BE MARKED "ATTENTION: PURCHASING DEPARTMENT, ROOM 101".**

Your company is to list, on the lines provided for that purpose, any and all deviations from the specifications.

All bids shall specify terms and show delivery dates. The City of Royal Oak reserves the right to accept or reject any or all bids, to advertise for bids a second time, and to waive any minor irregularities in any bids.

FURTHER INSTRUCTIONS TO BIDDERS

1. Any and all bids **must be on the City of Royal Oak proposal forms and must be delivered to the Purchasing Department, Room 101.** If more than one bid is submitted, a separate bid proposal form must be used for each. Unless otherwise specified in the bid document the City reserves the right to accept any item in the bid on an individual basis.
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.
3. All items shall be F.O.B. delivered in accordance with specifications if applicable.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 246-3202.
5. A successful bidder does agree to hold the City harmless from liability loss and also have his workers covered by Worker's Compensation, and furnish the bidder's standard insurance certificate showing coverage for bodily injury and property damage and worker's compensation to the Purchasing Department within 48 hours of a verbal request.
6. The City of Royal Oak officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** Only those vendors who obtain bid documents from either the Purchasing Department of the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, www.govbids.com, and obtain an official copy.

SPECIAL INSTRUCTIONS

1. Between the time of the formal opening of sealed bids and the final bid award, it shall be the responsibility of the bidders to request information they might need regarding such bids.
2. If your proposal is based on “one lot” pricing and is not to be broken up by item, you must indicate this on the bid proposal under exceptions.
3. Please contact **Ron Holbrook at 248-246-3961** with any questions regarding technical specifications.
4. **EXTENSION OF AWARD TO THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK**

_____ is a member of the Michigan Intergovernmental
(City, Township or Entity)

Trade Network Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative governmental entities may wish to use this contract and will use a purchase order or contract for any or all the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order or contract and must be invoiced separately to the address indicated on the purchase order/contract.

() If an award is made to _____, it is agreed that
(Company)

the contract will be extended to the Michigan Intergovernmental Trade Network Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative _____
Name and Title

() Our company is **NOT** interested in extending the contract.

**CITY OF ROYAL OAK, MICHIGAN
GENERAL REQUIREMENTS
FOR
ICE SKATING FLOOR REPLACEMENT
BID NO.: SBP-PUR-09-001**

METHOD OF AWARD

The recommendation to award will be based on the lowest total bid meeting specifications, or in any manner deemed to be in the best interest of the City. The City reserves the right to withhold award on an item by item basis, unless the bidder submits an exception in writing with its bid. The City reserves the right to award to one or more bidders. Previous experience and performance may be a factor in making the award.

NON-DISCRIMINATION CLAUSE

In the performance of any Contract or Purchase Order resulting wherefrom, the Contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the City regulating or applying to public improvements.

Furthermore, the Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract or Purchase Order, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The Contractor further agrees that every subcontract entered into for the performance of this Contract or Purchase Order will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract or Purchase Order.

ETHICS POLICY

Gratuities It shall be unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ADA COMPLIANCE

The City of Royal Oak will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the City of Royal Oak. Individuals with disabilities requiring such auxiliary aids or services, should contact the City of Royal Oak by writing or calling the following:

Mary Jo DiPaolo, PO Box 64, Royal Oak, Michigan 48068, (248) 246-3070, or TDD (248) 246-3010

**CITY OF ROYAL OAK, MICHIGAN
FORM OF PROPOSAL
SBP-PUR-09-001
ICE SKATING FLOOR REPLACEMENT**

TO: **Purchasing Department, City of Royal Oak, Michigan**

The undersigned hereby offers to furnish to the City of Royal Oak all materials and/or services at the prices quoted in conformance with the City's specifications described herein:

Total Bid Price per Specifications \$ _____

Please submit 4 copies of this bid.

The Bidder certifies that this bid is in complete compliance with all specifications except as specifically listed on the following lines (use additional sheet if necessary):

BID FIRM FOR: _____ (LENGTH OF TIME)

FIRM FOR SIGNATURE: _____

(NOTE: 'Firm for Signature' MUST be signed in order for bid to be considered.)

F.O.B.: **DELIVERED** DELIVERY DATE: _____

INVOICE TERMS: _____

Ice Skating Floor Replacement

CITY OF ROYAL OAK, MICHIGAN

FORM OF PROPOSAL – ICE SKATING FLOOR REPLACEMENT

BID NO.: SBP-PUR-09-001

NAME OF COMPANY: _____

COMPANY ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

BID PREPARED BY: _____

(Typed Name of Individual)

(Title)

AUTHORIZED SIGNATURE: _____

DATE SUBMITTED: _____

FOP 2 OF 2

**CITY OF ROYAL OAK, MICHIGAN
BID NO.: SBP-PUR-09-001
SPECIFICATIONS FOR ICE SKATING FLOOR REPLACEMENT**

**Specifications for the City of Royal Oak, John Lindell Arena
Ice Skating Floor**

I. General

The intent of this section is to obtain a complete installation, from an experienced supplier, of an ice making system and ice skating floor which meets the following goals:

- Consistent quality ice surface over a 12 month period
- Reliable, efficient with low operating costs
- Long life with low maintenance costs and low initial cost

Project available start date will be Tuesday, May 19, 2009, the project must be completed and ice making started by Thursday, September 3, 2009. Starting September 4, 2009 a \$2,500 per day penalty will be imposed.

Scope of Work

1. Remove old rink floor
2. Install new rink floor
3. Install sub-soil heating system
4. Remove current dasher boards and reinstall
5. Install underground drainage system
6. Remove and store bleachers and re-install
7. Remove concrete floor and cold floor mains
8. Install new insulated cold floor mains and new concrete floor over mains
9. Remove permafrost from subsoil

Submittals

Prepare for review and approval of the City, complete shop drawings detailing complete installation including dimensions, identification of parts and manufacturers, methods of attachment or fastening and clearances for operations and maintenance.

Provide manufacturers data sheets and specifications for all sub components including but not limited to chillers, compressors, motors, controls, piping, sensors, tanks and all heat recovery system.

Refrigeration Safety

At a minimum comply with ASHRAE Standard 15-Safety Code for Mechanical Refrigeration. All codes applicable to this project with requirements that exceed this standard will take priority, and the contractor shall comply with these codes

Ice Skating Floor Replacement

City of Royal Oak, Michigan
Specifications – Ice Arena Skating Floor

II. Products

General Description of Work

The work includes but is not limited to the following:

- One new Vilter 456 XLD compressor
- Glycol pump for warm floor
- Dow-Therm SR1 Glycol,
- Ammonia Shell and tube hot gas to water heat exchangers for warm floor,
- Glycol main trenching and back fill to accommodate 6" glycol lines between the ice surface and equipment room,
- 7" of sub-floor sand fill
- Under-floor drainage system
- 4" of Styrofoam SM insulation for floors,
- 5" 4000 psi concrete rink slab
- Expansion tanks,
- Insulation of cold piping,
- Slab and warm floor sensors for existing Johnson Control System
- Melting pit coil stainless steel-HCC-720 304 stainless
- One new back-up condenser pump, 7 ½" HP Armstrong 460 Volt, 3 phase
- Start-up and testing
- Training
- Instruction and operation manuals and as-built drawings (6 copies)

Refrigeration Compressors

Furnish and install one (1) heavy duty Vilter M11K456XLD Ammonia reciprocating multi-cylinder open type compressors, arranged for 1200 rpm, direct drive and capable of withstanding 250 psi pressure differential. Compressors shall have two (2) year manufacturer's warranty.

The compressors supplied shall supply not less than 75 tons when operating at 10 degrees Fahrenheit suction temperature and 93 degrees Fahrenheit condensing temperature.

Compressors shall be manufactured by Vilter Manufacturing Corporation, Cudahy, Wisconsin, and:

- Shall have double shaft seal; double tapered, roller main shaft bearings; Tri-Micro oil filter and oil strainer that removes 95% of contaminants as small as 3 microns in size.
- Shall be dynamically and statically balanced heavy duty crankshaft of ductile iron, also shot-peened, spring safety heads; die-forged, steel connecting rods with replaceable bearing halves; aluminum type heat treated pistons with three compression rings and one oil ring.
- It shall have piston operated suction valve lifters to unload the compressor for starting and to provide capacity control.
- The piston and connecting rods shall be assembled with a shrink-fit wrist pin for higher load carrying capabilities and superior wearing qualities.

Ice Skating Floor Replacement

City of Royal Oak, Michigan

Specifications – Ice Arena Skating Floor

- The compressors shall be equipped with the crankcase oil thermometer and heater; oil filter pressure gauge with manual 3-way valve; oil failure switch; high and low pressure cut out; capacity control switches and unloader solenoid valves for 2 steps of capacity reduction; water cooled oil cooler; suction, discharge, and oil pressure gauges complete with Steady-Mount and shut-off valves; water cooled cylinder covers.

Rink Piping For Freezing Floor Headers

All brine piping to and from the rink floors shall be steel schedule 40 A-53 plain end butt welding pipe. All pipes shall be new, straight and true before fabrication.

The header piping shall be carbon steel, 6" schedule 40 with $\frac{3}{4}$ ", extra heavy nipples welded in on 7" centers on the feed and return headers. Nipples shall not protrude into the headers and must be factory fabricated, straight and true. Support headers on steel channel frames on minimum 8 foot centers. Headers shall be installed below elevation of floor, inside the rink proper area.

All rink floor piping shall be 1.05" x 1.25" OD low density virgin Polyethylene. Freezing floor piping shall be installed on 3.5' centers.

Provide and install pipe supporting spacers made of minimum 3/16" steel rod fabricated with 16 gauge steel plate 3" width on the bottom. Supports shall space rink piping on 3.5" centers and shall be placed on 3'0" centers down the length of the rink.

Rink floor and header system shall be tested with minimum of 50 PSI water pressure for a period of 48 hours. Pressure shall remain on the floor for the duration of the application of concrete over pipes.

Insulation

Provide insulation on all cold brine lines between chillers and floor. Provide insulation on low pressure liquid and suction lines. Insulation shall be 2" thick Styrofoam, complete with I/30 all weather jacket.

Sub-Soil Heating System

The sub-soil heating system header shall be constructed of 3" SDR II Fusion welded polyethylene pipe. The connection of the sub-soil tubing to the manifolds is accomplished with a 1" fusion weld.

Sub-Soil Tubing System

The sub-soil tubing is 1" SDR II tubing placed on 24" centers.

III. Execution

Identification

All refrigerant lines, brine lines and water lines pertaining to the ice rink refrigeration system will be identified after painting and insulation as to the substance in the pipe, and the direction of flow. All lines penetrating a wall section must be immediately identified on either side of the wall. Markers shall be IIAR, or equal.

Rink Floor Construction

The Ice Rink contractor will be responsible for the proper installation of the rink bed from a point approximately 7" below the insulation, and including the sub-grade preparation and sand fill above the sub-soil heating pipes and insulation. Compaction of sand for rink bed to be done per Owner's soils Superintendent's recommendation.

Provide labor and materials including sand conforming to STM-C-33, seven (7) inches thick for installation of sub-soil heating pipes. After installation of sub-soil heating pipes, carefully place and level the sand, compacting it to a minimum 95% compaction, re-leveling after compaction a maximum deviation of +/- 1/8".

- A. Provide labor and materials for two (2) 2" staggered joint Styrofoam Hi-25 floor insulation.
- B. Provide labor and materials to apply 10 mil vapor barrier over insulation overlapped minimum 6" and taped to seal.
- C. Provide all labor, materials, equipment, services and protection for the complete installation of a reinforced concrete slab. The rink floor shall be a plain concrete slab with a minimum thickness of 5 inches. The total thickness of the concrete over the freezing pipes shall not exceed 1.50 inches.
- D. The slab shall be reinforced with #4 bars at 12" centers in both directions below the pipes and with 6 x 6 -#8 wire mesh above the pipes. All bars will be intermediate grade deformed steel free from rust or scale without sharp offsets or bends. Longitudinal bars for bottom reinforcing will not be less than 20 foot lengths and the minimum lap will be 15". The bars will be placed beginning 4 feet clear of the bulkhead on each side and ends of the rink.
- E. The first layer of #4 re-rod shall be laid parallel to the rink pipe supports at 12" centers. The second layer of #4 re-rod shall be laid longitudinal at 12" centers over the first layer of re-rod and the base plate of the rink pipe supports. The top layer of 6 x 6 #8 wire mesh shall be laid on top of the pipe with a minimum of 6" overlap. The two layers of reinforcing steel (above and below the pipes) will then be tied together with wire loop ties at a minimum of 12" intervals in two directions.

Ice Skating Floor Replacement
City of Royal Oak, Michigan
Specifications – Ice Arena Skating Floor

F. The concrete mix will be designed with admixtures to produce a compressive strength of 4000 psi in 28 days. Any concrete admixtures shall be compatible with the specified ice rink floor piping. The mix design must be approved by the Owner's representative. Aggregate must be clean and properly graded with a maximum size of 3/4". The slump must be maintained at 3.5" to 4.5" to allow for complete flow around the piping system. The concrete slab will be poured in place using a concrete pump with a minimum output of 335 cubic yards per hour. No trucks are to be allowed in the floor area and the use of power operated buggies will not be permitted. A standby pump shall be provided. Runways will be 4' x 8' x 3/4" plywood sheets in good structural condition laid on the pipe chair supports. Concrete will be placed in 10 foot- 12 foot lanes running transversely across the rink starting at the one side and maintaining this same direction each time so that new concrete will be placed against the oldest concrete on the previous lane. Care must be exercised to prevent damage to the piping system.

G. After concrete placing has been commenced, it must be carried on continuously until completion. The changes in shifts must be done so that there is no delay in pouring and meal hours for the crew must be staggered to avoid any stoppage in the pouring. The concrete shall be struck off at the exact thickness and finished with rotary steel floats until all laticence has disappeared.

H. The industry standard for measuring floor flatness and levelness shall be enforced. An FF of 35 and a FL of 20, measured according to the American Concrete Institute, should be achieved.

I. Testing of the concrete will be provided by the Owners representatives. It will be the Ice Rink Contractor's responsibility to coordinate this testing with the Owner's inspector. Test cylinder will be taken to a total of six throughout the pour and will be tested for compressive strength at 7 days and 28 days. Cylinders are to be stored at the project, under the same conditions of temperature and moisture as the floor, until tested.

J. Contractor shall guarantee floor for a period of one year. The guarantee shall cover dusting, disintegration or any other defects of the surface coming within the control of the contractor.

K. Expansion joint forming perimeter of concrete ice rink floor shall be sealed with Sealtight Gardox joint sealing compound, complying with performance requirements of ASA, A-116-1 Class "A" or equal. Surface preparation, back-up filler and seal-out installation shall be in strict accordance with these specifications and/or as shown on drawings. Expansion joint must be absolutely leak-proof, water leaking through joint can cause serious damage to rink floor.

L. Concrete supplier/installer shall have a minimum of 5 rink floor pours in the last eight years.

Welding

Weld piping and equipment in accordance with qualified procedures using performance qualified welders and welding operators. Qualified procedures and welders in accordance with ASME Section IX. Welding procedures qualified by others and welders and welding operators qualified by another employer may be accepted as permitted by ANSI B31.1. Notify the Owner 24 hours in advance of tests, and perform the tests at the work site if practicable. Furnish Owner with a copy of qualified procedures and a list of names and identification symbols of qualified welders and welding operators. Apply welders or welding operator's assigned symbols near each weld they make as permanent record.

Welder Certification Procedure: Each welder will be certified within the past six months unless continuously employed welding pipe of the same type and size range on which certified. A copy of each welder's certification papers and his I.D. number will be on file at the job-site. Refrigeration Contractor shall supply copy of welding procedures to the owner. E7081 electrodes shall be handled in strict accordance with manufacturer's recommendations.

Field Quality Control

Ice rink refrigeration contractor shall follow strict quality control measures and furnish a clean system. If after start-up it is deemed by the Owner that an abnormal amount of debris is circulating in the refrigeration system, it shall be the Contractor's responsibility to install ten micron filters in the pumped line of each system. These filters shall be maintained and operated for a minimum of 30 days.

Acceptable Refrigeration Contractors

Ice Rink Contractors desiring to provide quotations for this project shall submit the following to the City:

1. Ice Rink Experience List for the past five years. All ice rink projects completed in this time frame are to be included along with contact information. A minimum of five rinks completed in the past 8 years. Information on all sub contractors must also be included with ice rink floor experience and contact information on jobs completed.
2. The City will review this information and decide which contractors are qualified Ice Rink Contractors for this project.
3. A sight visit will be required prior to the submittal of a bid.

Warranty

The Ice System Contractor shall warranty the goods and installation specified hereunder against original defects in manufacture and workmanship for a period of two years after installation.

Ice Skating Floor Replacement
City of Royal Oak, Michigan
Specifications – Ice Arena Skating Floor

WALK THROUGH

A mandatory walk-through will be held on Tuesday February 17th, at 11:00 a.m. in the morning at the John Lindell Ice Arena. Please contact Ron Holbrook at 248-246-3961 for any questions

REFERENCES

A list of references shall be provided in an attachment to this bid document listing similar jobs. A minimum of two references will be supplied.

Ice Skating Floor Replacement

CERTIFICATE OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

_____ being first duly sworn deposes and says that he is the Insurance Company, an insurance company authorized to carry Public Liability and Property Damage Insurance in the State of Michigan.

Deponent further says that _____ Contractor carries Public Liability and Property Damage Insurance in the proper amounts as specified for the prosecution of Contract for the City of Royal Oak, Michigan.

Subscribed and sworn to before me this _____ day of _____, 2009.

Notary Public _____

My Commission Expires _____

HOLD HARMLESS AGREEMENT

CONTRACT

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

Signature

Date

HHA 1

Ice Skating Floor Replacement

PERFORMANCE, MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

,

Contractor, as Principal, and _____ as surety, are held and firmly bound unto the City of Royal Oak, Michigan (hereinafter called the CITY) in the sum of:

_____ Dollars (\$) _____) to be paid to the CITY for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally to those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the above named Principal did on the _____ day of _____, 2009 by articles that date, enter into a Contract with the CITY for the replacement of the Ice Arena Floor Replacement.

NOW THEREFORE, if the said Principal shall save and hold harmless the said CITY from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said Contract according to all the conditions and stipulations therein contained, in all respects, and shall save and hold harmless the said CITY from and against all liens and claims of every description in connection therewith and for a period of one year after the completion of the work upon certification of the Superintendent shall replace all work performed and materials furnished that are not performed or furnished according to the requirements of the Contract and make good all defects thereof which shall become apparent before the expiration of said period of one year, then the obligation shall be void and of no effect, but otherwise it shall remain in full force and virtue, and in the event that the said CITY shall extend the time for the completion of said work or otherwise modify elements of the Contract in accordance with the provisions thereof, such extension of time or modification of the Contract shall not in any way release sureties on this bond.

NOW THEREFORE, the Principal guarantees that for a period of one (1) year from the date of the final estimate he will, without cost to the CITY, keep in good order and repair any defect in the work done under said Contract by his employees, agents, subcontractors, or material suppliers, that may develop during said time due to improper materials, defective equipment, workmanship or arrangements, and that he will likewise restore to good condition any work disturbed while correcting such defects, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance thereof by the CITY: and that whenever directed to do so by the CITY, through written notice served personally or by mail upon the Principal at

_____ or upon the Surety (Sureties) at _____, he will proceed at once to make the repairs specified, and in case of failure to do so, within one week from the date of service of said notice or such additional time as may be fixed therein the CITY shall have the right to purchase such materials and employ such labor and equipment as may be necessary to undertake, do and make such repairs, and to be reimbursed by the Principal or Surety (Sureties) for the full expense thereof. If it is necessary to make any repair or set a barricade at once to protect life and property, the CITY may take such action immediately without notice to the Principal or Surety (Sureties). The CITY shall not be obligated to obtain the lowest bids for doing the work, or any part thereof, but all sums actually paid therefor shall be reimbursed by either the Principal or Surety (Sureties).

In this connection, the judgment of the CITY shall be final and conclusive. If the Principal, for a period of one (1) year from the date of the final estimate, shall keep the work done under the aforesaid Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance thereof by the CITY, and shall, whenever given notice as herein provided, immediately proceed to make specified repairs, or, in default thereof shall reimburse the CITY for expenses incurred in making such repairs, and shall fully indemnify, defend and save the CITY harmless from all suits and actions for damages of every name and description brought or claimed against it, for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omission or through the negligence of the Principal's employees, agents, subcontractors or material suppliers in the performance of the work required by said Contract, and from any and all claims arising under the Workers' Compensation Act of the State of Michigan, as amended, then the above obligation shall be void, otherwise to remain in full force and effect.

Signed, Sealed and Delivered
in the presence of:

(Seal)
Principal

(Seal)

Ice Skating Floor Replacement

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, Contractor,
as Principal, and _____, as Surety, are held and firmly bound unto the City
of Royal Oak, Michigan (hereinafter called the CITY) in the sum of _____ Dollars (\$
) to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally to these presents.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the above named Principal did on the _____ day of _____, 2009, by articles that date,
enter into a Contract with the CITY for the Ice Skating Arena Floor Replacement..

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 187 of the Public
Acts of Michigan (1905) as amended, the same being sections 570.101 to 570.105 inclusive, of the Compiled Laws
of the State of Michigan for 1948 and P.A. 213 (1963), as amended.

NOW THEREFORE, if the above named principal, legal representatives, or successors shall pay or cause to be paid
to all subcontractors, persons, firms and corporations as the same may become due and payable, all indebtedness
which may arise from said principal to a subcontractor, to any person, firm or corporation on account of any labor
performed or materials furnished in connection with the Contract, construction and work herein referred to, then
this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter
recorded or made in the construction and complete installation of the work herein referred to, or the placing of an
inspector or superintendent thereon by the CITY shall not operate to discharge or release the sureties thereon.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective officers
this _____ day of _____, 2009.

Signed, Sealed and Delivered

in the presence of:

(Seal)

(Seal)
Principal

BOND CORRECT AS TO FORM:

(Seal)

Attorney - City

Ice Skating Floor Replacement
SPECIAL INSTRUCTIONS TO BIDDERS

CONTRACT : ICE SKATING FLOOR REPLACEMENT

The work of this Contract shall be done in accordance with the requirements of 2009 Edition of the Royal Oak Standard Specifications and the 2003 M.D.O.T. Standard Specifications for Construction and Special Provisions incorporated in the Project Specifications.

TYPE OF WORK & LOCATION

The work under this Contract consists of, but is not limited to, the following:

The replacement of the floor at the John Lindell Ice Arena, 1403 Lexington Boulevard, Royal Oak Michigan.

SPECIAL NOTE: The effective start date for work performed under Contract ICE SKATING FLOOR REPLACEMENT shall be, Tuesday, **May 19, 2009.**

MEASUREMENTS AND PAYMENTS

All items of work on this Contract will be measured and paid at the units and prices shown on the Form of Proposal. The miscellaneous items not shown on the Form of Proposal, such as clean-up, etc., are to be considered included in the unit prices for work to the Contract and at no extra cost to the City.

CONSTRUCTION SCHEDULE FOR CONTRACT

The Contractor shall complete the work under this Contract, complete with all clean-up operations, in accordance with the following schedules:

Required Contract Construction Schedule

Within five (5) calendar days after receipt of notification of award of the Contract, the Contractor shall submit six (6) copies of a construction progress schedule to the Ron Holbrook, Ice Arena Manager for his approval.

The construction progress schedule shall show a sequence of operations agreeable to all parties and indicate completion of work within the agreed Contract time.

Ice Skating Floor Replacement

Note:

The City Ice Arena Superintendent will review and return the approved copies within five (5) calendar days of the date of receipt. If corrections or revisions are required, they shall be resubmitted within three (3) calendar days of receipt of the review copy.

UTILITY IMPROVEMENT COORDINATION CLAUSE

The Contractor shall coordinate his work so as not to delay or interfere with other contractors and City forces working in the area. The Contractor shall make every effort to cooperate with the other contractors and City forces working in the immediate area. No extra charges will be allowed because of delays due constructing around known or unknown utilities or coordinating with other contractors or City forces working in the same general area.

EXCESS FILL & OTHER MISCELLANEOUS DEBRIS & MATERIALS

All excess fill and other miscellaneous debris or other material generated by the project not specified as a pay item shall be hauled away expeditiously from the project area to a landfill approved by the City's representative. The removal of the material shall be considered included in the other items of work in the Contract. All miscellaneous debris and material generated by the work shall be hauled away the same day that it is generated.

Ice Skating Floor Replacement
CHANGE IN PROJECT QUANTITY

The City reserves the right to increase or decrease any quantity given in the project proposal which the City determines is in its best interests during the construction of the project.

TIME OF STARTING AND COMPLETING

The work to be done under Contract Ice Skating Floor Replacement is to begin within ten (10) days (Sundays and legal holidays excepted) after the effective start date of the Contract, unless the City shall, in writing, authorize a later start. The work shall be prosecuted diligently thereafter. The completion date for the entire project is Thursday, September 3, 2009.

CONFORMITY TO CONTRACT AND SPECIFICATIONS

Proposals must be made in full conformity to all the conditions as set forth in the Contract and Specification attached hereto.

MATERIAL CERTIFICATION

All materials supplied by the Contractor shall be certified in writing by the manufacturer showing that the materials supplied meet the specifications of the Contract. Their certifications shall include the specification of the material supplied. No work may be done on the project with materials supplied by the Contractor without a written material certification approved by the Ice Arena Superintendent or his Representative.

MISS DIG NOTIFICATION

It will be the responsibility of the Contractor to notify utility companies seventy-two (72) hours prior to excavating by calling MISS DIG at 800-482-7171. It is the Contractor's responsibility to protect and maintain MISS DIG markings or stakes once placed by the utility.

BIDDER INFORMATION

PRE-BID MEETING

A **mandatory** pre-bid (project walk-through) meeting is scheduled for 11:00 a.m. Tuesday, February 17, 2009, and will meet at John Lindell Ice Arena, 1403 Lexington Boulevard. The Contractor shall examine the site and shall verify all existing conditions and dimensions shown or implied in the Contract documents prior to the submittal of the form of proposal.

WORKING DAYS

The definition of "working days" covered under this Contract shall be Monday through Saturday 7:00 am to 8:00 pm. Advanced approval shall be obtained from the Superintendent to work on Sundays or holidays.

COSTS TO CORRECT DEFICIENCIES

The Contractor shall bear the cost of repair or replacement of any surface features, structures, sewers, or sewer leads damaged as a result of his operations.

The Superintendent will investigate all complaints received regarding work done by the Contractor and shall also have the right to make investigations on his/her own initiative. If, in the opinion of the Superintendent, any work has not been done in accordance with the Contract, the Superintendent shall immediately notify the Contractor in writing of the nature of the defect, location, remedies desired, and the time limit within which the defect shall be remedied. Should the Contractor fail to remedy the defect within the time limit allowed, the Superintendent may do so with City forces and deduct the cost thereof from the amount due the Contractor at the time of final estimate; or the Superintendent may, in the alternative, notify the Contractor to stop all other work under this Contract until the defect has been remedied. The City shall not be required to pay for any work done by the Contractor in violation of any such stop order, and the amount due for any such work shall be regarded as liquidated damages due the City as a result of such breach of this Contract.

BOND REQUIREMENTS

The successful bidder will be required to execute the bonds, on the forms included in the contract documents, with sureties acceptable to the City; one bond to be executed to the City and to be conditioned for the faithful performance and fulfillment of the Contract work for a period of one (1) year after the date of the final Contract payment estimate. The other bond to be executed to the People of the State of Michigan and to be conditioned for the payment of all labor and materials used in the work and the protection of the City from all liens and damages arising therefrom; each of which bonds shall be based on the total amount of the Contract as calculated at the time the bids are received.

Ice Skating Floor Replacement

In the interest of insuring compliance with the Contract or building permit, the City Zoning Ordinance, and any other applicable standard or provision protecting the natural resources and health, safety and welfare of the residents of the City of Royal Oak and future users or inhabitants of the area for which this Contract or building permit is being issued, the City of Royal Oak shall require the successful bidder to deposit a performance guarantee as set forth herein.

The purpose of the performance guarantee is to insure completion of the improvements required in the Contract or building permit including but not limited to streets, lighting, utilities, sidewalks, drainage, fences, screening walls and landscaping.

Performance guarantee as used herein shall mean **a cash deposit or certified check, or Irrevocable Bank Letter Of Credit** in the amount of **125%** of the estimated cost of the improvements to be made, as determined by the applicant and verified by the City, provided, however, all amounts required to be deposited in excess of **\$100,000** may be in the form of a corporate surety bond approved as to form and substance in the City Attorney's discretion. A letter of credit and corporate surety bond shall cover a time period equal to or longer than the time set in the Contract or building permit, and shall require 30 days advance notice to the City Attorney prior to its termination. The City shall be authorized to employ the City Superintendent or Building Official to review cost estimates and conduct periodic inspection of the progress of improvements.

A draft **Irrevocable Bank Letter Of Credit** shall be submitted for City review prior to issuance of any final document.

An **Irrevocable Bank Letter Of Credit** shall include the following provisions:

- i. The ILOC shall be automatically renewing and be valid for the duration of the Contract until closed out;
- ii. The ILOC shall allow partial draws;
- iii. The ILOC shall list the Contract(s) the bond is covering in the draw statement but NOT any specific operation, location or project;
- iv. The ILOC shall include provisions for draws to be made "via mail or courier and/or fax (optional)";
- v. The ILOC shall not include any language that conflicts with any provision of the Contract.

RETAINAGE

To assure proper performance of a construction contract by the contractor, the City shall retain a portion of each progress payment otherwise due as provided in this section.

(1) The retainage shall be limited to the following:

- a.) Not more than 10% of the dollar value of all work in place until work is 50% in place.
- b.) After the work is 50% in place, additional retainage shall not be withheld unless the City determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the City so determines, the City may retain not more than 10% of the dollar value of work more than 50% in place.
- c.) The retained funds shall not exceed the pro rata share of the City's matching requirement under the construction contract, if any, and shall not be commingled with other funds of the City and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by City which shall account for both retainage and interest on each construction contract separately. A City is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the City.
- d.) Except as provided below, retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.
- e.) At any time after 94% of work under the contract is in place and at the request of the original contractor, the City shall release the retainage plus interest to the original contractor only if the original contractor provides to the City an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the City.
- f.) **Retention of progress payment; dispute resolution**

The parties agree to submit those matters described in RETAINAGE, hereinabove, to the decision of an agent at the option of the City.

(2) If a dispute regarding a matter described in RETAINAGE arises, the contractor and the City shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:

- a.) In an agreement reached within 10 days after a dispute arises.

Ice Skating Floor Replacement

- b.) If an agreement cannot be reached within 10 days after a dispute arises, the City shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.

(3) The City may request dispute resolution by the agent regarding the following:

- a.) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.
 - b.) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.
- (4) This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retain funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the contract by either party.
- (5) The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.
- (6) The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.
- (7) If the dispute resolution results in a decision:
- a.) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the City.
 - b.) That there has been unacceptable delay as described in subsection (3)(b), the City may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the City. A subsequent contractor under this subdivision shall be paid by the City from the following sources until each source is depleted, in the order listed below:

Ice Skating Floor Replacement

- (i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work in place for which the original contractor has not received payment.
 - (ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).
 - (iii) Interest earned on retainage from the original contractor or funds made available under a letter of credit provided under section 3(5).
- (8) If the City contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor within the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The City may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the City to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

Ice Skating Floor Replacement

CONSTRUCTION CONTRACT

THIS MEMORANDUM OF AGREEMENT, made this ____ day of _____, 20____, BY AND BETWEEN THE CITY OF ROYAL OAK, MICHIGAN, party of the first part, commonly referred to herein as the CITY, and _____ of _____, County of _____, State of _____, party of the second part, commonly referred to herein as the CONTRACTOR.

WITNESSETH, the parties to these presents, each in consideration of the agreements on the other herein contained, have agreed and hereby agree to as follows:

Article 1: That the said CONTRACTOR has agreed and by these presents does agree with the said CITY for the consideration set forth in Article 5 of this Contract to build and/or construct for the said CITY the entire work as shown on the Plans and as described in the Specifications, Instructions to Bidders, Proposal, and other documents together with all appurtenances and appurtenant work, in the manner and time prescribed including the furnishing of all materials, tools, equipment, transportation, labor, supervision, and all else necessary therefor and incidental thereto. The short title and description of this Contract shall be known and referred to as:

Removal and Replacement of Ice Skating Floor Replacement

CONTRACT Ice Skating Floor Replacement

Article 2: That the CONTRACTOR agrees that he will prosecute the work under this Contract so as to bring it to full completion by September 3, 2009, and he further agrees that the CITY is hereby authorized to deduct and retain out of monies that may be due or become due him under this Contract the sum of **\$2,500.00** for each and every working day that the work remains uncompleted beyond the time limit named above, as amended by such extension of time as may be as allowed under Article 3 of this Contract, and that, in view of the difficulty of ascertaining the loss which the CITY will suffer by reason of delay in the performance of the work hereunder, the deduction and retention of such sum is to be considered not a penalty but the payment of liquidated damages stipulated beforehand by the parties hereto as representing the cost of additional inspection and Superintendent and the loss to the CITY of the use of the said construction of facilities.

Article 3: That the parties hereto mutually agree that if the CONTRACTOR shall be obstructed or delayed in the prosecution of completion of his work by disastrous storms, or by acts of Providence, or by general strikes, or by Court Injunction, or by any neglect or delay on the part of the CITY, the CONTRACTOR shall have no claim for damages for such causes or delay, but he shall in such case be entitled to such extension of time limit specified herein for the completion of the work as the Superintendent shall adjudge to be just and reasonable provided, however, that formal claim for such extension be made in writing by the CONTRACTOR within a week after the time when such alleged cause of delay shall have occurred.

Article 4: That the parties hereto mutually agree to the following stipulations as setting forth certain conditions which shall be taken to exist between the said parties and the conditions under which the work is to be done:

Ice Skating Floor Replacement

1. Definition of Forms: Whenever in the Contract the following terms, or pronouns in place of them, are used, their intent and meaning shall be interpreted as follows:
 - "Contract" The agreement covering the performance of the work hereinafter defined and the payments therefor; including Advertisement, Instructions to Bidders, Form of Proposal, Executed Contract, Contract Bonds, Insurance, Specifications, Plans, Supplementary Agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the Form of Contract.
 - "City" The City of Royal Oak, Michigan, or the properly authorized agents or representatives.

Ron Holbrook, Superintendent of the Lindell Ice Arena of the City of Royal Oak, Michigan, or his duly authorized agents, assistants, or representatives, limited to the specific duties assigned or entrusted to them.
 - "Contractor" The party of the second part, contracting to perform the work covered by this Contract, or any part of it, his successor, assigns, or his duly authorized agents or legal representatives.
 - "City Clerk" The Clerk or Treasurer or Attorney of the City of
 - "City Treasurer" Royal Oak, Michigan
 - "City Attorney"
2. Plans: The location, depth and dimensions, structural details, and construction requirements of the work to be done are shown in a set of drawings adopted by the CITY and on file at the office of the City Superintendent entitled:

CONTRACT FOR REMOVAL REPLACEMENT OF ICE SKATING FLOOR

When the figures or dimensions are given on the drawings, they are to have precedence over dimensions taken by scaling.

During the progress of the work, the CITY may furnish drawings explanatory of those mentioned herein, which shall thereupon become a part hereof.

The CITY shall have the right to make reasonable modifications of Plans, if it is to its best interest to do so, and the CONTRACTOR shall be paid for the work as it is actually done.

The CONTRACTOR shall furnish, wherever required, drawings showing in detail the materials and construction of any part of the work for which the Superintendent does not issue detail drawings. No time will be allowed for delays caused by the CONTRACTOR in submitting drawings that are not in accordance with the Specifications. The CONTRACTOR shall check all dimensions and quantities on the drawings and he shall notify the Superintendent of all errors, which he may discover.

3. Specifications: A set of technical specifications explaining in detail how the work under this Contract is to be done and describing the character and quality of the various materials employed therein is attached to this Contract and is made expressly a part of it.
4. Plans and Specifications Cooperative: The Plans and Specifications are intended to be cooperative. They shall be construed as supplementary and explanatory each to the other, and any work called for on the Plans and not particularly shown on the Plans is to be as

Ice Skating Floor Replacement

included under this Contract the same as is set forth in the Specifications and exhibited on the Plans.

5. The Superintendent to Decide: In case of any conflict between the Specifications and the Plans, or in case the meaning of either or both should be obscure or uncertain or in dispute, the Superintendent shall decide as to the true intent, and his decisions shall be binding and final.
6. Supervision of Work: All work shall be done under the supervision of and subject to the approval of the Superintendent or his Representative who shall have authority to make all inspections and direct it and determine the amount, quality, acceptability, and fitness of any labor, material, or construction which in his opinion does not fully meet the requirements of the Specifications.
7. Suitable Tools and Equipment: It is mutually understood that the workmanship furnished under this Contract shall be first class. To the end that a good substantial and workmanlike job may be produced, the CONTRACTOR shall furnish suitable tools and equipment. Any tools or equipment that shall not, in the judgment of the Superintendent, be suitable or sufficient to produce this result may be ordered from the work by him and such tools or equipment shall be substituted therefor by the CONTRACTOR as will meet with the approval of the Superintendent.
8. Requirements for Materials: It is mutually understood that all materials furnished by the CONTRACTOR to be used in this work shall be of first quality in every respect and material so furnished which may not, in the judgment of the Superintendent, be equal to the requirements of the Specifications may be rejected by the Superintendent, and such rejected materials must not be used and must immediately be removed by the CONTRACTOR from the site of the work.
The presence of the inspector or Superintendent on the project shall in no way relieve the CONTRACTOR of his obligations to both provide materials and perform the work in full conformity to the Specifications. Work found to be unsatisfactory prior to the expiration date of the maintenance clause of the Performance Bond shall be replaced at no cost to the CITY regardless of whether or not the inspector or Superintendent was present at the time the work was originally performed.
9. Trade Names and Patents: Whenever an article of any class or materials or equipment is specified by the trade name of any particular patentee, manufacturer, or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken to mean and specify the article or articles or materials described or equal thereto in quality, finish, and durability and equally serviceable for the purpose for which it is or they are intended. The Superintendent shall make the decision as to whether the materials or equipment offered are equal to those specified and his decision shall be final.
10. Patent and Patent Rights: The CONTRACTOR shall protect and save the CITY harmless against all claims and actions brought against the CITY by reason of any actual infringement upon patent rights in any material, process, machine, or appliances used by him in the work.
11. Right-of-Way: The necessary rights-of-way for any construction to be done across or in private property will be obtained by the CITY. The CONTRACTOR shall take due and proper precautions against any injury to adjacent structures and shall hold himself strictly within the rights secured to him by the CITY in prosecuting the work on private property.

Ice Skating Floor Replacement

12. Sanitary Regulations: The CONTRACTOR at all times shall provide for the employees an abundant supply of pure drinking water and shall give orders against the use for drinking purpose of any water in the neighborhood known to be injurious to the health of the workers.

The CONTRACTOR shall provide at convenient points approved by the Superintendent, properly secluded from public observations, necessary sanitary conveniences for the use of the employees. These shall be maintained in a manner which will meet with the approval of the Superintendent, and the CONTRACTOR shall vigorously enforce their use.

13. Labor Laws and Ordinances: The CONTRACTOR shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work and all ordinances and requirements of the CITY regulating or applying to public improvements.

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of the Contract, with respect to hire, tenure, terms, conditions, or privileges of employment, of any matter directly or indirectly related to employment, because of age or sex, except where based on a bona fide occupational qualification, or race, color, religion, national origin, or ancestry. The CONTRACTOR further agrees that every subcontract entered into for the performance of the Contract will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

14. Local Sources for Labor and Materials: All labor employed upon the work of this Contract shall be obtained from residents of the CITY insofar as this is available. All supplies, equipment, and materials shall be obtained from sources and dealers in the CITY insofar as is practicable.

15. Assignment or Subletting of Contract: In the execution of the Contract it may be necessary for the CONTRACTOR to sublet part of the work to others; however, the CONTRACTOR shall not award any work to any subcontractor without prior written approval of the CITY, which approval shall not be given until the CONTRACTOR submits to the CITY a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the CITY may require.

The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the CITY.

The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Contract, of any part thereof, or his right, title, or interest in the same or any part thereof, without the previous consent in writing of the CITY. The CONTRACTOR shall not assign by power-of-attorney or otherwise any of the monies due or to become due and payable under this Contract without the previous consent in writing of the CITY.

16. Contractor Insurance Requirements: The CONTRACTOR shall not commence work under this Contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Royal Oak, Michigan.

- A. Worker's Compensation Insurance: The CONTRACTOR shall procure and maintain during the life of this Contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

Ice Skating Floor Replacement

- B. Commercial General Liability Insurance: The CONTRACTOR shall procure, and maintain in effect during the life of this Contract, Commercial General Liability Insurance, on an "Occurrence Basis", with limits of liability not less than **\$1,000,000** per occurrence and/or aggregate combined single limit Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; and (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: The CONTRACTOR shall procure and maintain during the life of this Contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The City of Royal Oak, Michigan, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, and/or Material Change in Coverage will be sent to: City Superintendent, City Hall, 211 Williams Street, P.O. Box 64, Royal Oak, Michigan 48068-0064."
- F. Owner's & Contractor's Protective Liability: The CONTRACTOR shall procure and maintain during the life of this Contract, Owner's and Contractor's Protective Liability Insurance with the limits of liability not less than **\$1,000,000** per occurrence and/or aggregate, combined single limit, Bodily Injury and Property Damage. The City of Royal Oak, Michigan, shall be "Named Insured" on said coverage. Thirty (30) days notice of cancellation shall apply to this policy.
- G. Proof of Insurance Coverage: The CONTRACTOR shall provide the City of Royal Oak, Michigan, at the time contracts are returned by him for execution, certificates and policies as listed below:
 - a. Three (3) copies of Certificates of Insurance for Worker's Compensation Insurance;
 - b. Three (3) copies of Certificates of Insurance for Commercial General Liability Insurance;
 - c. Three (3) copies of Certificates of Insurance for Vehicle Liability Insurance;
 - d. Original Policy, or Original Binder pending issuance of policy, for Owner's & Contractor's Protective Liability Insurance;

Ice Skating Floor Replacement

- e. If so requested, Certified copies of all policies mentioned above will be furnished.
- H. If any of the above coverages expire during the term of this Contract, the CONTRACTOR shall deliver renewal certificates and/or policies to the City of Royal Oak at least ten (10) days prior to expiration date.
- I. The **Hold Harmless Agreement** (Page HHA 1) of this Contract shall be executed by the CONTRACTOR.

17. Insufficiency of Sureties: Should the CITY at any time deem the Sureties under the Contract to be unsatisfactory, and they so notify the CONTRACTOR, the CONTRACTOR shall furnish forthwith the substitution new Sureties acceptable to the CITY. No further payment shall be deemed due or shall be made until the new Sureties shall qualify and be accepted by the CITY.

18. Service of Notice: The address given by the CONTRACTOR in the Proposal is hereby designated as the place where all notices including letters and other communications shall be served, mailed, or delivered. This place may be changed at any time by the CONTRACTOR by written notice to the Superintendent. Nothing herein contained shall preclude or render inoperative service of any notice upon the CONTRACTOR by delivering it to him personally or by serving notice to the agents or representatives in charge of any part of the work. In addition, where the CONTRACTOR is a corporation, such notice may be delivered to any of its officers or directors.

19. Default of Contract: When, in the opinion of the Superintendent, the work or any part of the work to be done under this Contract has been abandoned, is unnecessarily delayed, or cannot be completed at the rate of progress or within the time specified, or the CONTRACTOR is willfully violating any of the covenants of this Contract or is carrying it out in bad faith, or has been adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, then the Superintendent shall so certify in writing to the CITY and the CITY, in writing, may declare the CONTRACTOR in default and so notify him to discontinue the work. The CITY may then call upon the Sureties to complete the work or may complete it by other means.

The CITY may take over and use materials and equipment at the site of the work and other materials and equipment used elsewhere for the work at the time of default and may procure other materials, equipment, and all else necessary for the completion of the work. The CITY may recover the cost of completing the work by deducting the amount thereof from any monies due or which may become due the CONTRACTOR under this Contract, and when such monies are insufficient to pay said cost, the amount of said cost in excess of such monies shall be paid by the CONTRACTOR or by the Surety.

20. Progress Payments and Estimates: At the end of each month or at such other time intervals as may be mutually agreeable, the Superintendent will make an estimate of the quantity and value of the work done by the CONTRACTOR since the date of the previous estimate and, as soon as practicable thereafter, the CITY will pay the CONTRACTOR, as a partial payment, except that the CITY may at any time retain from such partial payments a sum sufficient to meet any undischarged indebtedness of the CONTRACTOR in connection with the work performed.

To assure proper performance of this Contract by the CONTRACTOR, the CITY shall retain a portion of each progress payment otherwise due as provided in this section.

- 1. The retainage shall be limited to the following:
 - (a) Not more than 10% of the dollar value of all work in place until work is 50% in place.
 - (b) After the work is 50% in place, additional retainage shall not be withheld unless the CITY determines that the CONTRACTOR is not making satisfactory

Ice Skating Floor Replacement

progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the CITY so determines, the CITY may retain not more than 10% of the dollar value of work more than 50% in place.

2. The retained funds shall not exceed the pro rata share of the CITY's matching requirement under the Contract, if any, and shall not be commingled with other funds of the CITY and shall be deposited in an interest bearing account in a regulated financial institution in the State of Michigan wherein all such retained funds are kept by the CITY which shall account for both retainage and interest on each construction contract separately. The CITY is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the CITY.
3. Except as provided below, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.
4. At any time after 94% of work under the Contract is in place and at the request of the CONTRACTOR, the CITY shall release the retainage plus interest to the CONTRACTOR only if the CONTRACTOR provides to the CITY an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in the State of Michigan, containing terms mutually acceptable to the CONTRACTOR and the CITY.

21. Final Estimate and Payment: As soon as practicable after completion of all the work included in this Contract and after all known defects and deficiencies have been remedied, the Superintendent will make a final inspection of said work and prepare a final estimate of the amount of money due to the CONTRACTOR. The CONTRACTOR shall file with the Superintendent, as a condition precedent to final payment, an affidavit that all payrolls, material bills, and all other indebtedness incurred by him in connection with the work have been paid or an affidavit showing in detail the nature and amount of any such indebtedness that is unpaid. The CITY shall hold from final payment an amount of money sufficient to meet any such undischarged indebtedness of the CONTRACTOR until an affidavit that any such indebtedness is paid is filed with the Superintendent.

Article 5: That the said CITY, in consideration of the faithful and entire performance by the CONTRACTOR of his obligations under this Contract, hereby agrees to pay to the said CONTRACTOR, at the time and in the manner stipulated in Sections 20 and 21 of Article 4, the

sum as determined by multiplying the actual quantities of authorized and approved work done under said item schedule in the Proposal by the respective unit prices bid therefor on the Proposal.

Article 6: It is mutually agreed to by the parties hereto that any extra work not specifically mentioned in the Contract but which is obviously necessary to the complete performance of the Contract and which may be fairly implied as included will be considered so included and will be performed by the CONTRACTOR without extra charge therefor.

It is further agreed that if the CONTRACTOR shall do any extra work for which no price has been agreed upon beforehand, the price to be paid shall be actual cost to the CONTRACTOR of the labor and materials expended in such work plus fifteen percent (15%) of such cost for superintendence, overhead expense, insurance, and for the use of tools and plant. No claim for extra work will be allowed unless such work has been previously ordered in writing by the Superintendent and unless such claim has been presented for payment as soon as practicable after such work was done and before making up of the final estimate.

Ice Skating Floor Replacement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in triplicate this day of _____, 20____.

WITNESSES:

CITY OF ROYAL OAK:

James B. Ellison, Mayor

Melanie Halas, City Clerk

CONTRACTOR
