

CONCORD PUBLIC SCHOOLS

BIDDING DOCUMENTS
for the purchase and installation of
HIGH SCHOOL PARKING LOT LIGHTING
IMPROVEMENTS

Thursday, August 6, 2020

I. SUBMISSION DEADLINE AND BID REQUIREMENTS

Bids must be received by the Concord Community Schools (“School District”) Board of Education on or before:

August 20, 2020, at 3:00 p.m.

1.1 Bid Envelope. An opaque, sealed envelope containing your Bid, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

CONCORD COMMUNITY SCHOOLS
HIGH SCHOOL PARKING LOT LIGHTING IMPROVEMENTS
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and delivered to:

Concord Community Schools
Attention: Rebecca Hutchinson
Superintendent of Schools
405 S. Main Street
P.O. Box 338
Concord, Michigan 49237

1.2 Late Bids. Each Bidder is responsible for submission of its Bid. Bids or revisions to Bids received after the date and time specified above will be rejected for consideration by the School District. Any rejected Bids will be returned to the Bidder unopened. The School District is not liable for any delivery or postal delays.

1.3 Original Bid and Copies. Each Bid must be an original, written, hard copy, signed by an authorized member of the Bidder’s firm. Along with the original, signed Bid, the Bidder shall also submit two (2) copies of the Bid.

1.4 Opening of Bids. The bids will be publicly opened and read aloud by the Superintendent at the School District’s administrative offices, immediately following the deadline for bid submission on August 20th, 2020, at 3:00 p.m. At least one (1) other School District employee will also be present. An award will not be made immediately. The School District’s Board of Education will make any award at a later time and/or date.

1.5 Clarifications and Addenda.

1.5.1 *Intent to Respond.* Each Bidder who intends to submit a Bid in response to this RFP *may* (but shall not be obligated to) submit, via email, an “Intent to Respond” to Rebecca Hutchinson at rebecca.hutchinson@concordschools.net. An Intent to Respond shall include the name of the Bidder, the name of the contact person, and that person’s email address. The School District intends to communicate with Bidders via email, including with respect to Bid clarifications and addenda. Those Bidders who fail to properly provide an Intent to Respond are not precluded from bidding, however, they will not receive responses and shall be solely responsible for obtaining any such information from the School District in an alternative manner.

1.5.2 *Requests for Clarification.* Bidders must examine the Bidding Documents and otherwise satisfy themselves as to the scope of same and their respective responses. Bidders must notify the School District, as soon as detected, of any errors, omissions, or inconsistencies in the Project requirements or other aspects of the Bidding Documents. After Bid submission, the School District will not entertain any complaint or claim that the terms of the Bidding Documents were misunderstood. Bidders may request clarification of information within the Bidding Documents. All such requests should be made in writing to Rebecca Hutchinson at the property address and/or email address given above and with the subject line “High School Parking Lot Lighting Improvements Bidding Documents Request for Clarification”. A written response to all written requests for clarification will be made within five (5) business days after the receipt of such requests. No requests for clarification will be accepted less than 6 days before the deadline for bid submission. The responses to any requests for clarification will be provided to all Bidders who filed an Intent to Respond or are otherwise on record with the School District as having received a copy of the Bidding Documents.

1.5.3 *Addenda.* If it becomes necessary to revise any part of the Bidding Documents, by addition, deletion, clarification, or correction, notice of the revision will be emailed to those providing an Intent to Respond and otherwise available to all Bidders upon an appropriate request. The School District may, but shall not be required to, deliver addenda by regular mail or other method. All addenda shall become a part of the Bidding Documents. No Addenda shall be issued after the close of business one (1) day before the deadline for bid submission. Each Bidder bears responsibility for confirming prior to submitting a Bid that it has received all issued Addenda. To avoid miscommunication, each Bidder should acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.

1.5.4 *Availability.* Copies of the Bidding Documents and any associated addenda may be received from the Concord Community Schools administration offices during normal business hours prior to the time and date specified above for the submission of Bids.

1.6 Bid Information Controlling. Each Bidder shall prepare its Bid based only on the information contained in the Bidding Documents, notwithstanding any information that may have been previously provided to, or alternately obtained by, a Bidder. A Bidder noting any inconsistency within the Bidding Documents or between the Bidding Documents and any information previously or alternately obtained should submit a request for clarification. No information communicated verbally or in writing to or from a Bidder shall be effective unless confirmed in writing in the Bidding Documents, an addendum to the Bidding Documents, or a request for clarification response.

1.7 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Bids in light of the requirements of the Bidding Documents. The School District reserves the right to be the sole judge of any equivalency determinations, to waive any bid requirement in accepting or rejecting bids, to waive any irregularity in the bid process or any Bid, and the right to determine the lowest responsible bidder for purposes of bid award. The School District reserves the right to request additional information from any or all Bidders, including an oral interview to discuss, clarify, and answer any questions regarding the Bid. The School District reserves the right to reject any or all bids. Grounds for rejection of Bids may include, but are not limited to:

- Failure of Bid to conform to requirements of the Bidding Documents
- Submitting a Bid imposing conditions which would modify the terms and conditions of the Bidding Documents or limit the Bidder's liability to the School District on any awarded contract
- Submitting a Bid determined by the School District to be unreasonable in price
- The Bidder is determined by the School District not to be a responsible Bidder
- Any other legal reason deemed relevant by the School District and which is consistently applied

1.8 Release of Claims. Each Bidder submitting a Bid releases the School District from any and all claims arising out of, and related to, the bidding process and the selection of a contractor.

1.9 Bidder Bears Costs of Bid. A Bidder is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting a Bid, or in otherwise responding to the Bidding Documents. If selected, any start-up costs shall be deemed included in the Bid Amount.

1.10 Modification or Withdrawal of Bids.

1.10.1 Bids submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Bid shall be submitted in the same fashion as required by the Bidding Documents and shall be worded so as not to reveal the amount of the original proposal sum.

1.10.2 Bids submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

1.11 Collusive Bidding and Relationship Disclosure.

1.11.1 The Bidder certifies that its Bid is made without any previous understanding, agreement or connection with any person, firm, or company making a Bid for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

1.11.2 The Bidder shall submit a Familial Relationship Disclosure in substantially the form included within these Bidding Documents.

1.11.3 The Bidder shall submit a certification under the Iran Economic Sanctions Act in substantially the form included within these Bidding Documents.

1.12 Pre-Bid Meeting / Pre-Bid Walk-Through. The School District *may* conduct a pre-bid meeting and/or a pre-bid walk of the property on a date(s) to be determined. Bidders are strongly encouraged to attend any such meeting or walks because, if provided, *no other meetings or walks will be guaranteed.* Bidders may ask questions about the facilities, requirements, and the Bidding Documents during such meeting or walks, answers to which may be given immediately or at a later date in accordance with the process described above.

II. SELECTION TIME LINE, CRITERIA, AND EVALUATION

2.1 The Bidding Documents shall be released, and Bids thereafter considered, on the following schedule:

Release of Bidding Documents	July 6, 2020
Deadline for Requests for Clarification and Addenda	August 13, 2020
Bids Due	August 20, 2020
Post-Bid Interviews (if conducted)	August 24, 2020
Desired Award of Contract	August 24, 2020

The School District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Bidders. Notwithstanding the foregoing, any change in the deadline for Bid submission must comply with applicable competitive bidding laws, if any.

2.2 Bid Information. Bids must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Bidder's overall qualifications. Each Bid shall include the information identified below and otherwise required by the Bidding Documents, but may also include any other information that the Bidder feels is significant with respect to the School District making an informed decision relative to the Bid.

2.2.1 Original bid document and copies as required by Section 1.3.

2.2.2 The Bid shall include the legal name of the Bidder, a statement of whether the Bidder is a sole proprietor, a partnership, corporation, or other legal entity, and the date of organization/incorporation. The Bid shall be signed by a person authorized to bind the Bidder contractually.

2.2.3 The Bid shall include a list of at least three (3) projects of similar size and nature, including: (a) the date of such project, (b) whether the project was for a school, and (c) contact information, including names, addresses, and phone numbers.

2.2.4 The Bid shall include background information and qualifications of the personnel who will be performing services for the School District.

2.2.5 The Bid shall include the number of employees who will be dedicated to the Project, including all applicable licenses and certifications.

2.2.6 The Bid shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five years related to Bidder's provision of services. The Bid shall also identify any contracts the Bidder has failed to complete and, if applicable, the reason for not completing.

2.2.7 The Bid shall include a proposed schedule for the performance of services, which may include the particular days and times for performance, but shall minimally include the number of days required to complete the Project. It is acknowledged and understood that the Project schedule may be modified from time-to-time by the School District.

2.2.8 The Proposed Contract Sum shall be identified on, and in compliance with, the Bid Form attached hereto as Attachment C. The Proposed Contract Sum shall be identified as a *total dollar amount*. Alternates are encouraged (e.g., reduced pricing options, proposed upgrades), but will be considered only if the Bidder is first considered responsive to the pricing requirements identified above.

2.2.9 The Bid shall identify all applicable warranties, manufacturer warranties and otherwise, in any manner related to the Project. Warranty information shall include length of warranty and warranty limitations (if any).

2.2.10 By submitting a Bid, each Bidder is attesting the following:

2.2.10.1 Bidder has read and understands the Bidding Documents and requirements and the Bid is made in accordance therewith,

2.2.10.2 Bidder warrants that it is familiar with the relevant property, project requirements, and scope of work to be performed, including all Addenda issued for the work,

2.2.10.3 Bidder's price is based upon all required work, personnel, supplies, materials and equipment, taxes and other costs described in the Bidding Documents and in accordance with all terms and conditions without exception.

2.2.10.4 Bidder shall provide evidence of all insurances required by the Bidding Documents.

2.2.10.5 Bidder acknowledges and agrees to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and policies that apply to Michigan public schools.

2.2.11 School District Policy and Administrative Guideline Requirements:

2.2.11.1 The naming of a given manufacturer and model number is not intended to limit bidding but to establish the level of quality desired for the various items required. Bidders should exercise care in bidding equivalent items. Complete descriptive literature must accompany equivalent bids. Samples will be requested if necessary.

2.2.11.2 Bid price shall include delivery to the point of use. Where it shall be deemed necessary by school officials, the successful bidder shall be prepared to provide instruction in use and care of equipment delivered in both written form and on a demonstration basis.

2.2.11.3 Optional accessories necessary for the basic use of equipment shall be included in the base bid. Such accessories not necessary for the basic use but deemed desirable shall be included as an alternative bid with a complete description.

2.2.11.4 Each group of items or individual item, if classified in this way, shall constitute a separate bid. The Board of Education, however, may accept a combined bid for all items bid by one bidder.

2.2.11.5 Delivery date is a part of the bid and must be submitted on the bid form at the time of bidding.

2.2.11.6 Bidders are required to use the bid form attached for base bids. Alternate bids may be attached to the bid form.

2.2.11.7 All bids shall be exclusive of applicable excise taxes. Exemption forms will be executed when necessary.

2.2.11.8 All bids shall be submitted in sealed envelopes clearly marked with the words "Bid Opening", the date and time of bid opening, the bid, and the name of the bidder.

2.2.11.9 In the event of discrepancies between the unit price and extension, the unit price shall prevail.

2.2.11.10 Manufacturer's written guarantees shall accompany each bid. Bidders may state in writing, additional guarantees which will become a part of the bid and considered in making awards.

2.2.11.11 Where applicable, service facilities and convenience of service will be considered as part of the bid. When necessary, bidders shall submit evidence of ability to install adequately, service or supply the required items, and that the sale or provision of such items or services is a substantial, regular and continuous part of the bidder's business.

2.2.11.12 Where applicable, bidders shall certify that all relevant Federal, State, and local laws have been complied with.

2.2.11.13 All necessary insurance certificates shall be supplied only when specifically requested.

2.2.11.14 No order awarded under these specifications, or any part thereof, shall be sublet or assigned without the written approval of the Superintendent.

2.2.11.15 The bidder acknowledges that by submitting a bid, the specifications and other instructions are in the bidder's opinion, appropriate and adequate for the intended purpose.

2.2.12 The Bidder shall specifically identify and explain any and all complaints or requested exceptions to its compliance with the requirements of the Bidding Documents (including Attachment D). *The failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of Bidding Documents.*

2.3 Evaluation of Bids. The School District shall have the right to take such steps as are necessary to determine the ability of the Bidder to perform the work in a prompt and efficient manner in accordance with the Bidding Documents. In determining the qualifications and responsibilities of the Bidder, the School District shall take into consideration those criteria listed in Section 2.2 and any other consistently-applied information the School District deems necessary.

2.3.1 The School District reserves the right, but shall not be obligated, to select one or more Bidders for post-Bid interviews, which may include a short post-proposal oral presentation to the School District. Such interviews, if they occur, will involve only Bidders who submit Bids falling within a competitive range to be determined by the School District. Bids will be generally evaluated based on cost, quality of response to the Bidding Documents, the Bidder's apparent capability to perform, the quality of the item(s) to be supplied, compliance with the specifications, suitability to the requirements of the School District, delivery terms, and past performance.

2.3.2 The School District reserves the right to reject any and all Bids and to waive informalities and/or technicalities where the best interest of the School District may be served. The School District shall award to the lowest responsive and responsible bidder. It is expressly acknowledged and agreed that the School District may award the Bid in parts, to multiple Bidders, if deemed in the School District's best interest. If a Bidder wishes only to be

considered for an award of the entire scope of work, it must expressly state so in its Bid Proposal.

2.4 Contract Award and Requirements.

2.4.1 The award of a Contract is contingent upon securing an acceptable Bid, as determined within the School District's sole discretion. A Contract shall be binding and enforceable only upon approval by the School District's Board of Education.

2.4.2 The Contract shall incorporate the Bidding Documents (including Attachment D) and accepted portions of the Bidder's Bid, subject to: (a) any specific exception to the Contract's terms as identified and explained in writing by the Bidder pursuant to Section 2.2.12 and agreed to by the School District. In the event of any inconsistency between or among any of the Bidding Documents, the bid, or any other document referenced or incorporated therein, the provision that is most favorable to the School District (as determined in the School District's sole discretion) shall govern. Any submitted Bid is an offer to enter into a contract based upon the foregoing.

III. DESCRIPTION OF SERVICES

3.1 Generally. Bidder shall furnish all supplies, materials, delivery, installation, training, owner's manuals, warranties, and other services identified in the Bidding Documents and/or any awarded Contract, subject to Section 2.4.2, at least equivalent to the industry standard level of performance and in accordance with promised and otherwise agreed-upon timelines. Bidder shall perform in an expeditious manner, in accordance with industry standards, shall daily clean work areas and dispose of any trash, and shall coordinate with the District to minimize disruption to its regular operations.

3.2 Scope of Work. Bidder shall remove existing parking lot light poles and install new high school parking lot light poles and other products and accessories as described in Attachment E, hereto. The naming of any given manufacturer and/or model number is not intended to limit bidding, but to establish the level of quality desired for the various required items. Bidders may bid equivalents, but shall provide an explanation of how the product is an equivalent, including descriptive literature and samples as applicable, but the School District shall have the final decision regarding equivalent status.

3.3 Compliance With Law. Bidder and its employees are required to, and shall at all times, comply with any and all standards, regulations, codes and laws of federal, state, and local governments, including but not limited to the handling of materials, licensing and permitting requirements, privacy issues, student record issues

and any other issues arising out of the services provided pursuant to the Contract. Further, the Bidder and its employees must know and abide by the applicable policies of the School District, including, by way of example only, policies related to sexual harassment and smoking.

3.4 Taxes. Any and all taxes are deemed included in a submitted bid, unless and to the extent expressly stated on the bid form. It is acknowledged that the School District is tax-exempt.

Attachments to Bid Documents:

Attachment A – Familial Disclosure Form

Attachment B – Iran Economic Sanctions Act Certification

Attachment C – Bid Form

Attachment D – Form of Contract

Attachment E – Project Scope: High School Parking Lot Lighting Improvements

Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
 COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:

(insert name of affiant)

1. I am a/the:

- G President
- G Vice-President
- G Chief Executive Officer
- G Member
- G Partner
- G Owner
- G Other (please specify) _____

of [insert name of contractor], a bidder for outdoor lighting improvements at Concord Community Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the business services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 20__

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

Attachment B – Iran Economic Sanctions Act Certification

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of services related to high school parking lot lighting improvements at Concord Community Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

Attachment C - Bid Form

Attn: Rebecca Hutchinson, Superintendent

Bidder shall provide necessary information including but not limited to the information below. Bidder can attach additional pages as necessary to provide additional information or explanation.

Bidder Information:

Name	
Address	
Telephone Number	
Facsimile Number	
Email Address	

Type of Organization	
Date of Incorporation/Organization	

Pricing Terms:

Base Bid

1. High School Parking Lot Lighting Improvements

2. (identify additional products/accessories)

3. (identify additional products/accessories)

Explanation of Bid Amount:

Identify If Bidder Will
Accept Partial Award:

Yes _____ No _____

Alternate No. 1 (Optional):

(plus/minus) \$ _____

Alternate No. 2 (Optional):

(plus/minus) \$ _____

Acknowledgments:

	Yes	No
Original bid and required number of copies provided?		
All applicable warranties identified?		

Bidder has read Bidding Documents and understands project requirements?		
Bidder is familiar with scope of work and related difficulties (if any)?		
Bidder has received all Addenda issued for the project?		
Bidder's bid amount includes all required work, personnel, supplies, materials, equipment, taxes, and other costs described in Bidding Documents?		
Bidder agrees to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances, and policies that apply to Michigan public schools?		

Additional Information:

Previous Projects (at least three)

Size/Cost/Nature: _____

Date: _____

School Project: ___ Yes ___ No

Contact Information: _____

Size/Cost/Nature: _____

Date: _____

School Project: ___ Yes ___ No

Contact Information: _____

Size/Cost/Nature: _____

Date: _____

School Project: ___ Yes ___ No

Contact Information: _____

Personnel Information and Qualifications

Project Lead: _____

Other Employees: _____

Number of Employees
Dedicated to Project: _____

Schedule

Proposed Schedule/
Days of Performance: _____

Dispute Resolution

List All Prior Legal
Disputes (5 years): _____

List All Contracts
Not Completed:

Insurance

Identify Minimum
Insurance (Coverage
Types and Amounts)

Exceptions

Identify All Exceptions
To Bidding Documents:

Attachment D – Form of Contract

AGREEMENT

This Agreement (“Agreement”) is made this ____ day of _____, 201__ by and between Concord Community Schools, a Michigan general powers school district, organized and operated pursuant to the Michigan Revised School Code, whose address is 405 S. Main Street, P.O. Box 338, Concord, Michigan 49237 (hereinafter referred to as the “District” or "Owner"), and _____, a Michigan _____, whose address is _____ (hereinafter referred to as “Contractor”), for services related to providing and installing outdoor lighting improvements at the District, all in accordance with the terms and conditions herein.

RECITALS

WHEREAS, the District desires to install outdoor lighting improvements, including _____ (“Project”) and has issued Bidding Documents for such purpose (“Bidding Documents”);

WHEREAS, Contractor is an entity which has represented to have the personnel, expertise, training, capacity and qualifications to perform the Project and has submitted a bid in response to the Bidding Documents;

WHEREAS, the District and Contractor desire to enter into this Agreement to authorize and require the Contractor to perform the Project and any other duties identified herein.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

SECTION 1 – INCORPORATION OF DOCUMENTS

1.1 The Bidding Documents and District-accepted portions of the Contractor’s bid (“Bid”) are incorporated herein by reference as if fully restated herein. In the event of any inconsistency between or among the Bidding Documents, the Bid, this Agreement, or any other contract document (collectively, the "Contract Documents"), the provision that is more beneficial to the Owner (as determined in the Owner's sole discretion) shall be deemed to control.

SECTION 2 – DESCRIPTION OF SERVICES / RELATIONSHIP OF PARTIES

2.1 Contractor shall provide services related to the Project, as described in the documents identified in Section 1, as required by law, as may otherwise be subsequently agreed to by the parties in writing via amendment (“Services”). Contractor’s Services include those to be performed by Contractor, Contractor’s subcontractors and suppliers, and Contractor’s consultants and agents as enumerated in this Agreement and as reasonably necessary to complete the Project.

2.2 The work to be performed by the Contractor is generally described in the Bidding Documents, including Attachment E thereto, as well as all related and incidental services necessary to complete the Project.

2.3 Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Contractor shall perform its responsibilities and services in a manner consistent with applicable industry standards. Contractor shall submit for the Owner's approval a schedule for the performance of Contractor's services which shall not exceed time frames required by the Contract Documents except as such time frames may be properly extended by mutual written agreement of the parties. It is understood and agreed that minimizing disruption to the District's operations is a critical scheduling consideration.

2.4 Contractor's employees assigned to provide Services shall be fully certified, licensed and approved as necessary to lawfully perform the Services. Contractor shall at all times comply with applicable federal, state and local laws, rules, regulations and policies, including but not limited to those applicable to public school projects, as well as those related to safety, including but not limited to OSHA and MIOSHA as applicable. In the event of any inconsistency between or among code requirements, regulations, and interpretations, Contractor shall be required to comply with the most-stringent obligation(s). Contractor shall obtain and comply with all necessary permits and permissions to perform the work.

2.5 Contractor shall be responsible for all materials and equipment while in transit and until finally and properly installed. Contractor further agrees that any equipment installed pursuant to this Agreement shall be new and of good working order. Contractor shall indemnify and hold the Owner harmless from and against any and all claims of whatever kind or nature for damage to property or for personal injury, including death, and from and against any loss or liability in connection therewith, made by anyone arising out of the negligence or willful misconduct of Contractor under this Agreement, either by Contractor, any subcontractor of Contractor, or by anyone directly engaged or employed by Contractor, provided, however that Contractor shall have no liability hereunder, for any such claims, loss or liability to the extent they arise from or relate to the negligence or willful misconduct of the Owner.

2.6 In the performance of Services under this Agreement, Contractor (its agents, subcontractors and employees) shall be regarded at all times as performing services as an independent contractor of the District. Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement.

2.7 Within the meaning of all applicable federal, state and local laws, including but not limited to, employment taxes, income taxes, labor relations acts, employment discrimination laws, minimum wage and overtime laws, and workers' compensation laws (collectively, the "Employment Laws"), Contractor is and shall be deemed to be the sole employer of all personnel used to provide services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"), and its relationship with the Owner shall be deemed to be that of an independent contractor and not that

principal and agent, servant, or employer and employee. As the employer of the Contractor Personnel, Contractor shall: (a) have the power to hire, discipline, recruit, train and terminate Contractor Personnel; (b) instruct the Contractor Personnel on when, where and how to perform their duties; (c) determine the amount of frequency of wage, benefit, salary, bonus and other payments to Contractor Personnel; (d) determine and pay the amount, if any, of reimbursement for business and/or traveling expenses of Contractor Personnel; (e) pay and file with all appropriate governmental entities all necessary payroll information, taxes and deductions, including but not limited to, federal, state and local income taxes, social security taxes, and unemployment taxes; (f) comply with the Employment laws; and (g) pay any and all workers' compensation and other insurance costs and premiums applicable to employers.

2.8 Contractor is expected to coordinate the timing, location, and performance of Services with the District representative and/or any other District administrator identified to the Contractor in writing. The intent of this paragraph is not to direct the Contractor's work, but only to ensure the efficient and smooth performance of same in light of the District's ongoing operations.

SECTION 3 – FEES, INVOICE AND PAYMENT

3.1 In consideration of Services properly provided by Contractor under this Agreement, the District will pay to Contractor _____ Dollars (\$_____). No additional fees, compensation, or costs of any kind shall be paid to Contractor, except and to the extent agreed to by the parties in writing.

3.2 Invoices shall be submitted no more frequently than monthly and shall coincide with the value of work performed. The District will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of receiving the invoice, but in no event shall a payment be made if such payment will result in the Contractor receiving an amount that exceeds the value of services performed to date.

3.3 Without regard to Section 3.2, the District shall be entitled to retain ten percent (10%) of any amounts paid until the Contractor has successfully and finally completed its Services.

SECTION 4 – INDEMNIFICATION AND INSURANCE

4.1 Contractor shall indemnify and hold the District (and its officers, administrators, employees, and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Agreement or the obligation of Contractor or any of its employees or others for whom it is responsible in connection with the performance or non-performance of the Agreement.

4.2 Contractor agrees to procure and maintain insurance coverage in types and amounts reasonably required by the District and in no event less than identified in the Bid. Contractor agrees to

provide the District certificates of insurance evidencing such coverage prior to commencing any Services. Insurance shall be obtained and maintained from an insurance company licensed to sell insurance in the State of Michigan with an A+ A.M. Best rating, or equivalent. Insurance coverage shall not be reduced or eliminated without at least sixty (60) days prior written notice to the District.

4.3 Contractor's insurances shall be obtained prior to the commencement of Services and shall be maintained either: (a) for at least one year following final completion if occurrence-based, and/or (b) for at least seven years following final completion if claims-made. The District shall be identified as an additional insured on all applicable insurances.

4.4 If the contract sum identified in Section 3.1 is \$50,000 or more, Contractor shall provide performance and payment bonds in an amount equal to 100% of the contract sum. The bonds shall be provided at no additional cost to the District, with the cost thereof deemed included within the Contractor's bid. If the contract sum identified in Section 3.1 is less than \$50,000, the District may still require the Contractor to provide performance and payment bonds, but the cost thereof shall be deemed an additional reimbursable expense. In all other respects, bonds shall minimally comply with MCL 129.201, et seq.

SECTION 5 – EMPLOYEES AND SUBCONTRACTING

5.1 The District reserves the right to approve the identity of project representatives of the Contractor and any subcontractors. No subcontractor shall be used without the District's prior written approval. The District shall have the right to request removal of any employee of the Contractor or a subcontractor from the project at the District's direction upon 2 weeks' notice, subject to Contractor's status as employer.

5.2 In the performance of the Agreement it may be necessary for Contractor to subcontract part of the work to others. The Contractor will inform the District as to which subcontractors will be used. Subcontractor use shall be subject to the written approval of the District. The Contractor will be fully responsible to the District for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Contractor. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the District. The Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement, or any part thereof, or the Contractor's right, title, or interest in same without the prior written consent of the District. The Contractor shall not assign any of the monies due or to become due and payable under the Agreement without prior written consent of the District.

SECTION 6 – NONDISCRIMINATION

6.1 Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status and other employment matters described by Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352). Breach of this covenant may be regarded as a material breach of the agreement.

SECTION 7 – OWNER’S RIGHT TO CORRECT DEFICIENCIES

7.1 If the Contractor shall neglect to perform the work properly, or should it refuse to remedy any defects in the work due to inferior quality or installation, or should it in any manner fail to perform any provision of the Agreement, the District, after 7 days' notice to the Contractor, may correct such deficiencies at Contractor’s cost and may deduct the cost thereof from any payment due the Contractor. The remedy described in this section is not exclusive and shall have no effect on the Owner’s ability to seek recovery for, among others, breach of contract, breach of warranty, and/or performance bond claims.

SECTION 8 – TIME FOR PERFORMANCE

8.1 Time is of the essence of this Agreement. The Contractor acknowledges and agrees that the performance of Services shall commence on or before _____ and shall be finally and sufficiently completed on or before _____. The District reserves the right to seek damages for any Contractor delays. For any delays caused to the Contractor, the Contractor's sole remedy shall be an extension in the deadline for performance.

SECTION 9 – DISPUTE RESOLUTION

9.1 The parties shall first attempt to resolve disputes informally and, if unsuccessful, through non-binding mediation. Mediation will be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Any claim or dispute not resolved by binding mediation shall be subject to litigation (or, if the parties agree in writing, arbitration).

9.2 A demand for mediation may be filed along with a complaint in litigation or a demand for arbitration, as applicable, but the process of non-binding mediation shall proceed first (so long as permitted by the applicable court or arbitrator). Any demand for mediation filed prior to a complaint in litigation or a demand for arbitration shall toll the statute of limitations for all applicable claims until the mediation process has been completed, successfully or unsuccessfully.

9.3 In the event of any mediation, arbitration or litigation arising out of or relating to this Agreement, Owner reserves the right to require that the mediation, arbitration or litigation, as applicable, be conducted in the general area where the Owner’s principal place of business is located. Any mediation with respect to this Agreement shall be non-binding. Any agreements reached in mediation shall be binding in accordance with law.

9.4 The Owner reserves the right in its discretion to require consolidation or joinder of any dispute arising out of or relating to this Agreement which another mediation, arbitration or litigation involving a person or entity not a party to this Agreement, in the event the Owner believes in its sole

discretion that such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

9.5 The Contractor shall include similar dispute resolution provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution between and among the parties to those agreements.

9.6 As a condition precedent to any claim, mediation, arbitration, litigation or other cause of action being brought by the Contractor against the District, the Contractor shall notify the District in writing of any contractual or other dispute within 21 days of the circumstances giving rise to same. The failure to timely provide such notice shall be an irrevocable waiver of any claim or cause of action. Claims and causes of action by the District shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the District be deemed untimely if filed within six (6) years of final completion of the Services.

SECTION 10 – TAXES

10.1 The Contractor acknowledges that the District is a tax-exempt entity and any taxes incurred pursuant to performance of this Agreement, including but not necessarily limited to sales and use taxes, shall be the sole responsibility of Contractor.

SECTION 11 – WARRANTIES

11.1 The Contractor shall provide the following warranties at no additional cost to the Owner: _____.

11.2 In addition to, and not in substitution of, Section 11.1, the Contractor shall assign and forward to the Owner all applicable manufacturers' warranties for any equipment, software or materials relevant to the Project and Services.

SECTION 12 – TERMINATION

12.1 The Owner may terminate this Agreement upon seven (7) calendar days' prior written notice to the Contractor. If the Agreement is terminated prior to completion of the Services, Contractor shall provide a final report based on the value of the Services reasonably and properly performed as of the date of termination, and the Owner shall make payment for all services properly performed prior to termination, but in no event shall such sum exceed the fee described in Section 3.1.

SECTION 13 – CONFIDENTIALITY

13.1 If Contractor receives information of the Owner that is "confidential" or "business proprietary," Contractor shall keep such information strictly confidential and shall not disclose it to any other person except to its employees, those who need to know the content of such information in order to perform services solely for this Project, or its consultants whose contracts include similar

restrictions. The parties acknowledge that the Owner cannot provide similar confidentiality protection due to the applicability of the Michigan Freedom of Information Act and the Michigan Open Meetings Act, among others.

SECTION 14 -- MISCELLANEOUS

14.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

14.2 This Agreement, including all attachments and documents incorporated herein by reference, constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.

14.3 None of the terms and provisions of this Agreement may be modified, waived, or amended in any way except by written amendment, change order, or construction change directive.

14.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.

14.5 This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

14.6 If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

14.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

14.8 As a part of its services, the Contractor shall provide call-back services for twelve (12) months following completion of the Project.

14.9 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

14.10 Contractor shall not be entitled to additional compensation in the event it is necessary to extend the Project completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, site conditions, etc.

14.11 Contractor agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

SECTION 15 – AUTHORIZATION

15.1 The Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the District or Contractor, as is respectively applicable.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment E

HIGH SCHOOL PARKING LOT LIGHTING IMPROVEMENTS

Labor, materials, and equipment to remove the current lights and light poles along with installing new lights, 4 – 25-foot steel light poles, and light pole bases.

- Remove existing (6) lot lights from the existing wood poles in the lot
- Remove existing (6) wood poles and make existing wiring safe.
- Locate and tie into existing pole light feed at the north end of the high school parking lot
- Trench in conduit from the tie in location to the north fence of bus parking
- Provide and install 4 new pole bases
- Provide and install 4 new 25 foot steel poles
- Install four of the six current parking lot light fixtures onto the new steel poles
- All necessary permits and inspection fees
- Installed poles should match the light pole at the north end of the parking lot as closely as possible
- After removal of old poles, remaining holes are filled with stone
- Submit suggested layout of the poles demonstrating the newly installed lights fully light the parking lot