

CITY OF LIVONIA

REQUEST FOR PROPOSALS

Security Camera Additions & Upgrades at the following locations:

- **Jack E. Kirksey Recreation Center Outdoor Pool**
- **Botsford Outdoor Pool**
- **Clements Circle Outdoor Pool**



NOTICE TO PROPOSERS

City of Livonia, Michigan

Security Camera Additions & Upgrades

Jack E. Kirksey Recreation Center Campus & Outdoor Pools

The City of Livonia, MI is soliciting proposals from qualified firms for the furnishing, installation, replacement, and configuration of security cameras at the Jack E. Kirksey Recreation Center and surrounding property. This project includes upgrading existing cameras, replacing obsolete equipment, and adding new cameras.

Proposals will be received by the City of Livonia via the Michigan Inter-Governmental Trade Network (MITN) website (www.mitn.info) until **2 p.m. Local Time, on Tuesday, July 14, 2026**, at which time will the proposals be recorded by the City Clerk. Proposal opening results will be posted to the MITN website.

A mandatory pre-bid meeting is scheduled for 10:00 a.m., June 29, 2026. The pre-bid meeting will be held in the Conference Room at the Kirksey Recreation Center, 15100 Hubbard St., Livonia, MI 48154. Tours of the Outdoor pools will follow immediately afterwards.

Proposals shall be submitted in accordance with the requirements of this notice in order to be deemed responsive. Late proposals will not be considered.

Instructions to proposers and specifications may be obtained by registering with the Michigan Inter-Governmental Trade Network (MITN) at www.mitn.info.

Bid Opening Access

Website: <https://us02web.zoom.us/j/82294127641>

Phone #: (312) 626-6799

Meeting I.D.: 822 9412 7641

Bids shall be in accordance with the requirements of this notice in order to be deemed "responsive". Late bids will not be considered.

Proposers may submit questions in writing to the attention of Gus Kandah, Purchasing Manager, at gkandah@livonia.gov. No phone calls will be accepted.

All addenda will be posted on the MITN website. Any information not obtained through MITN shall not be relied upon. All proposals must be submitted electronically through MITN in Adobe Acrobat (PDF) format.

The City of Livonia seeks proposals for security camera additions, upgrades, and replacements as described in the Request for Proposals.

No proposer may withdraw its proposal within one hundred twenty (120) calendar days after the proposal due date. The City of Livonia reserves the right to accept or reject any or all proposals, to waive irregularities in proposals, and to delete portions of the contract due to unforeseen circumstances without compensation. Acceptance of any proposal does not constitute a binding agreement until a written contract is executed by both parties.

Section 1 – Introduction and Intent

The City of Livonia is soliciting proposals from qualified firms for the furnishing, installation, replacement, and configuration of security cameras at the Jack E. Kirksey Recreation Center and surrounding property, as well as Botsford Pool and Clements Circle Pool. This project includes upgrading existing cameras, replacing obsolete equipment, and adding new cameras to improve overall coverage, reliability, and operational effectiveness. All work shall be performed in coordination with City staff and within an active, occupied public facility.

Section 2 – Facility Description

The Jack E. Kirksey Recreation Center is a multi-use public recreation facility with gyms, fitness spaces, multipurpose rooms, offices, locker rooms, public corridors, two indoor pools, exterior perimeter areas, a splash pad, playground, and parking lots. The facility is heavily used by the public and operates during extended daily hours.

Section 3 – Existing Camera System Overview

The City currently utilizes an IP-based Avigilon camera system with Avigilon Control Center (ACC) video management software at the Jack E. Kirksey Recreation Center. All proposed cameras, equipment, and systems shall be fully compatible with the City's existing video management system, network, and server infrastructure. The intent of this project is to expand, upgrade, and improve the existing camera system, not to replace it in its entirety. All work shall be coordinated with City of Livonia Information Systems staff to ensure proper integration, configuration, and system functionality.

Section 4 – Scope of Work

The scope of work includes camera replacements, new installations, relocations, removals, cabling, mounting, programming, testing, and commissioning.

4.1 Replacement and Upgrade of Existing Cameras

The contractor shall remove and replace existing cameras identified by the City as outdated, underperforming, or no longer meeting operational needs. Replacement cameras shall be modern, IP-based units that meet the minimum system requirements outlined in this RFP. Where feasible, the contractor shall utilize existing cabling, mounts, and infrastructure. All removed equipment shall be properly disconnected and disposed of in accordance with applicable regulations.

4.2 New Camera Installations

The contractor shall furnish and install new interior and exterior security cameras at locations identified by the City to improve overall coverage, visibility, and operational effectiveness. Camera placement and fields of view shall be coordinated with City staff to ensure appropriate coverage while maintaining privacy considerations in public spaces.

4.3 Camera Relocations

The contractor may be required to relocate existing cameras as directed by the City to improve coverage or accommodate facility changes. Relocated cameras shall be fully reconfigured, tested, and labeled upon completion.

4.4 Camera Removal

The contractor may be required to remove existing cameras identified by the City as obsolete or no longer required. Removal shall include disconnecting of associated cabling and mounting hardware as necessary. Removed equipment shall be properly disposed of unless otherwise directed by the City. Any exposed wiring, cabling, or penetrations shall be cut, capped, sealed, and left in a neat and safe condition acceptable to the City.

4.5 Cabling, Mounting, and Infrastructure

The contractor shall furnish and install all required network cabling, mounting hardware, brackets, arms, and accessories necessary for proper camera installation. All cabling shall be properly terminated, tested, labeled, and installed in a neat and professional manner. Coordination with City staff shall be required regarding ceiling access, conduit pathways, and raceways.

4.6 Programming, Testing, and Commissioning

The contractor shall program and configure all cameras within the City's existing video management system, including camera naming, recording parameters, and storage assignments. Upon completion of installation, the contractor shall verify camera operation, image quality, and coverage with City representatives. Final acceptance shall be contingent upon successful testing and City approval.

Section 5 – Minimum Camera and System Requirements

All cameras and associated equipment proposed under this RFP shall be commercial-grade, IP-based devices suitable for use in a high-traffic public recreation facility.

5.1 General Requirements

- All cameras shall be new, unused, and of current production models
- Equipment shall be designed for continuous operation in public facilities

- All components shall be compatible with the City's existing video management system and network infrastructure

5.2 Camera Performance Standards

Proposed cameras shall meet or exceed the following minimum performance requirements, as applicable to their intended location:

- Resolution appropriate for identification and monitoring purposes
- Infrared and/or low-light capability for interior and exterior applications
- Wide dynamic range to accommodate varying lighting conditions
- Adjustable field of view suitable for corridors, large spaces, and exterior areas

5.3 Physical and Environmental Requirements

- Vandal-resistant housings for cameras located in public or exterior areas
- Weather-rated enclosures for all exterior cameras
- Mounting methods appropriate to the installation environment

5.4 System Compatibility

- All cameras shall integrate seamlessly with the City's existing video management software
- No separate or standalone systems shall be provided without prior City approval
- Any proposed substitutions or deviations shall be clearly identified in the proposal

Section 6 – Coordination with City IT

6.1 Contractor Responsibilities

The contractor shall be responsible for providing all labor, materials, equipment, supervision, and coordination necessary to complete the scope of work described in this RFP. Contractor responsibilities shall include, but are not limited to:

- Furnishing and installing all cameras, mounting hardware, and accessories
- Providing and installing all required network cabling, terminations, and labeling
- Programming and configuring all cameras within the existing video management system
- Coordinating installation activities within an occupied public facility
- Maintaining a clean and safe work area throughout the duration of the project

6.2 City of Livonia Responsibilities

The City of Livonia shall be responsible for:

- Providing access to the facility during approved work hours
- Providing access to existing network infrastructure and server resources
- Providing Information Systems staff support for system integration and configuration

- Identifying camera locations, priorities, and areas requiring replacement or upgrade

6.3 Coordination with City IS

All work affecting the City's network or video management system shall be coordinated with City of Livonia Information Systems staff. The contractor shall schedule all required integration, configuration, and testing activities in advance and in accordance with City IS requirements.

Section 7 – Vendor Qualifications

Proposing firms must demonstrate experience installing and supporting IP-based video surveillance systems in municipal or public-facility environments.

At a minimum, vendors shall:

- Have documented experience with enterprise-grade video surveillance systems
- Be properly licensed to perform work in the State of Michigan
- Carry all required insurance coverages as required by the City of Livonia
- Demonstrate the ability to perform work in occupied public facilities

The City reserves the right to request additional qualification information or clarification as part of the proposal evaluation process.

Section 8 – Pricing Proposal Requirements

Proposals shall include clear, itemized pricing that allows the City to evaluate costs associated with each component of the project.

At a minimum, pricing shall clearly separate the following:

- Replacement and upgrade of existing cameras
- New camera installations
- Relocation of existing cameras, if applicable
- Labor costs
- Material and equipment costs
- Any proposed alternates or optional enhancements

Pricing shall include all costs necessary to complete the work described in this RFP. Lump-sum pricing may be rejected if sufficient detail is not provided.

Section 9 – Mandatory Site Walkthrough

Attendance at a mandatory site walkthrough is required for proposal eligibility. Proposals submitted by firms that do not attend the mandatory site walkthrough will be considered non-responsive and will not be evaluated.

The mandatory pre-bid meeting will take place on **Monday, June 29 at 10 a.m.** at the Kirksey Recreation Center. Tours of the Outdoor pools will follow immediately afterwards.

Section 10 – Evaluation and Award

Proposals will be evaluated based on responsiveness to this RFP, vendor qualifications, compatibility with the City's existing systems, relevant experience, and overall cost.

The City of Livonia reserves the right to accept or reject any or all proposals, to waive informalities, and to award a contract in the best interest of the City.

Section 11 – Appendices

Appendix A – List of current cameras

Appendix B – Cameras scheduled to be replaced

Appendix C – Cameras scheduled to be removed

Appendix D – Cameras scheduled to be added

Appendix E – Proposal Certification & Signature Form

Appendix F – Pricing Proposal Form

Appendix G – Exceptions to RFP (if any)










































Appendix H – References












Appendix A – List of Current Cameras

This provides a list of current camera assets that are tied to the Avigilon system here at the Kirksey Recreation Center and the surrounding campus. This baseline inventory will be updated as needed. There are 52 cameras on this list.

Avigilon 07

- ▼ 🏠 Parks
 - 📷 Outside Activity Room 2
 - 📷 Outside Activity Rooms 1
 - 📷 Activity Room 2 360
 - 📷 Basketball Court 2 360
 - 📷 2nd Fl Gym 360
 - 📷 Activity Room 1 360
 - 📷 Basketball Court 1 360
 - 📷 Senior Center Front Desk
 - 📷 Senior Center Parking Lot 2
 - 📷 Senior Center Parking Lot 1
 - 📷 Senior Center Interior Entrance
 - 📷 Gym to Senior Center
 - 📷 Bentley Conference Room
 - 📷 2nd Fl Senior Center Multipurpose Hall 1 (Not Present)
 - 📷 2nd Fl Senior Center Multipurpose Hall 2 (Not Present)
 - 📷 Senior Center Cafeteria 2
 - 📷 Senior Center Cafeteria 1
 - 📷 Fitness Area 360 (Not Present)
 - 📷 Outside Mechanical Room Senior Center
 - 📷 2nd Fl Senior Center Elevator (Not Present)
 - 📷 2nd Fl Senior Center Multipurpose Hall 3 (Not Present)
 - 📷 Senior Center Exterior Entrance 360
- ▶ 🏠 Saved Views
 - 📷 2nd Floor
 - 📷 360 Fit Gym
 - 📷 Senior Center Parking 1 (Not Present)
 - 📷 Parking Lot OV (Not Present)
 - 📷 Outside Basketball Courts
 - 📷 Parks Handicap Parking
 - 📷 Concession Machines
 - 📷 Concession Tables
 - 📷 Equipment Desk
 - 📷 Family LR
 - 📷 Fam LR - Mens LR
 - 📷 Lobby Restrooms
 - 📷 Front desk
 - 📷 Parks Front Desk New

- ▼  Gym
 -  Main Gym 1
 -  Main Gym 2
 -  Main Gym 2
 -  Main Gym 2
 -  Mac 1
 -  Mac 1
 -  Mac 2
 -  Mac 2
 -  Mac Wedge
 -  Gymnastics View
 -  Inside Canopy 360
 -  Inside canopy
 -  KQ Back
 -  Mail room
 -  Party Desk
 -  Party room - Womens LR
 -  Receiving
 -  Rock Climbing Wall
 -  Service Pantry
 -  Tree Fort
- ▼  Outside Group
 -  Outside Canopy Circle Drive
 -  Pavilion
 -  Receiving Outside
 -  Mid Parking
 -  Handicap Parking
 -  Skate Park
 -  Hockey Rink
 -  Volleyball Courts
 -  Outside Lap Pool
- ▼  Pool
 -  leisure pool (Not Present)
 -  Lap Pool
 -  Lap Pool - Lifeguard LR
 -  Spa
- ▼  Track
 -  Bridge
 -  NW Track Entry (Right)
 -  SW Track Back
 -  Old Cameras

- ▶  Greenmead
-  Gyms
-  Library East Entrance (Not Present)
-  Hubbard Parking
-  West Parking
-  Main Gym 1 (Not Present)
-  Parks Equipment (1)
-  Parks Equipment (2)
-  Parks Equipment (3)
-  Northeast Parking (Not Present)
-  Senior Center Cafe (Not Present)
-  Storage Building (Not Present)

Appendix B – Cameras Scheduled to be Replaced

These cameras will be identified during the mandatory site walkthrough – these cameras are obsolete, and the type of camera replacing each one is open to discussion with the vendor unless specifically identified.

Avigilon 07

Indoors

- Lobby Restrooms → 180 over bathroom
- Party Room / Women’s LR → Needs a new camera
- Pool bleachers → Needs a new camera
- Spa Camera → Needs a new camera

Outdoors

- Volleyball Courts → Needs a new camera
- Handicap Parking → Needs a new camera
- Hubbard Parking → Needs a new camera
- West Parking → Needs a new camera
- Handicap Parking → Needs a new camera

Appendix C – Cameras Scheduled to be Removed & Relocated

These cameras will be identified during the mandatory site walkthrough – these cameras are obsolete, and are no longer needed. If it makes sense to repurpose a license, or to move to a new location, we are open to discussion with the vendor.

Avigilon 07

Remove Indoors

- Concession Tables
- Party Desk
- Bridge

Relocate Indoors

- Front Desk
- MAC 1
- Gymnastics View

Appendix D – Cameras to be Added

These cameras will be identified during the mandatory site walkthrough – locations will be open to discussion with the vendor.

Avigilon 07

Indoors

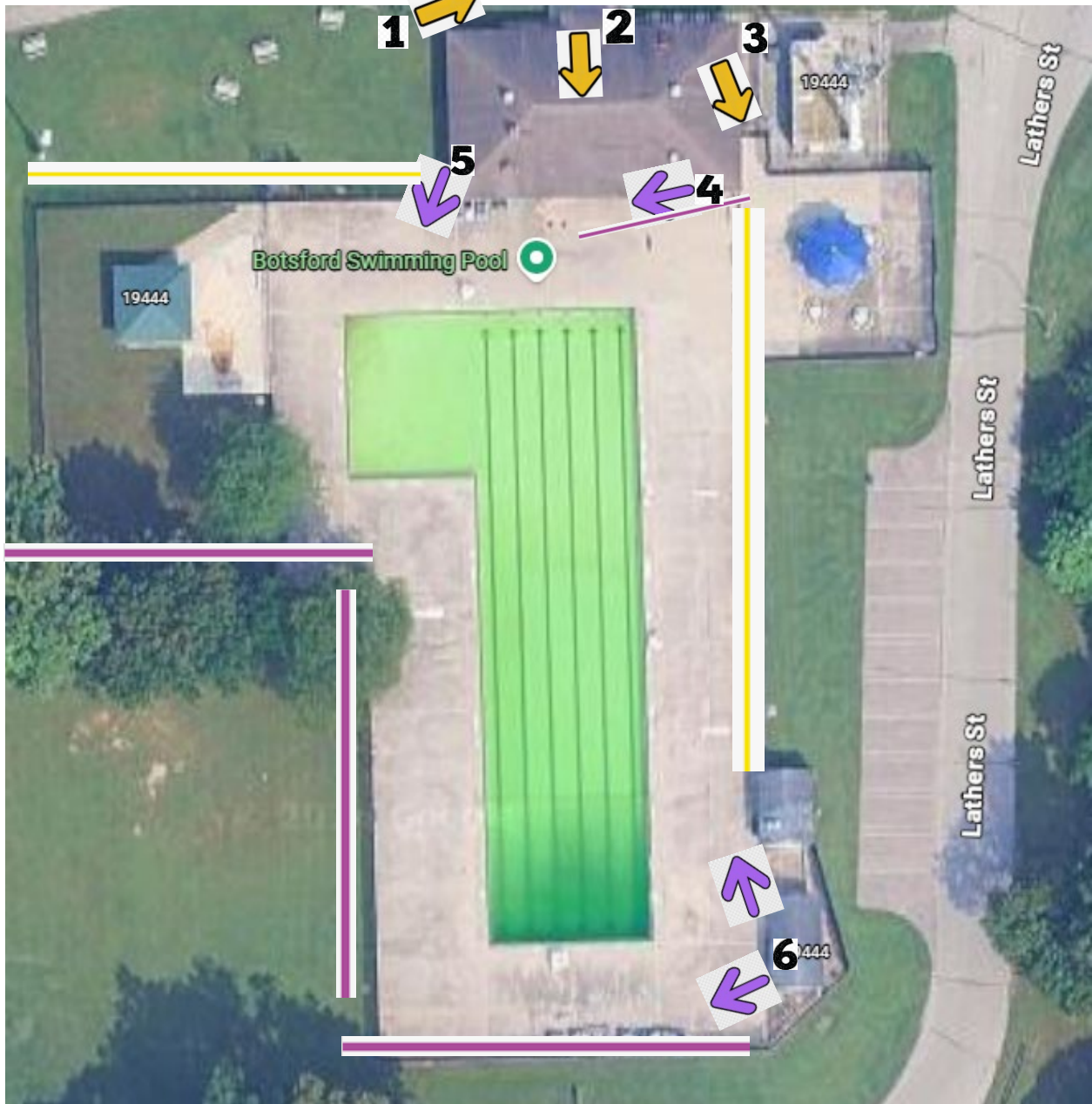
- Above Party Rooms across from Rock Wall → 180 degree view
- Party Rooms (1 in each) → 360 degree view in each
- Party Room Hallway → Camera looking down hallway
- Above MAC Wedge looking at Rock Wall → 180 degree view
- Gym 3 → 360 degree over court
- Gym 4 → 360 degree over court
- Kid Quarters → 360 degree in new space by door
- Kid Quarters → 360 degree in new space by back of room
- Second Floor outside Mechanical Room → 360 degree view

Outdoors

- Storage Building → Facing the roller rink
- Storage Building → Facing South/Southeast towards grass
- Playground → From roof or canopy covering new playground
- Splash Pad → From roof or other vantage point covering splash pad
- Splash Pad Mechanical → From roof or other vantage point – 270 degree view

Botsford Pool & Clements Circle Pool (please see attached maps)

Botsford Pool



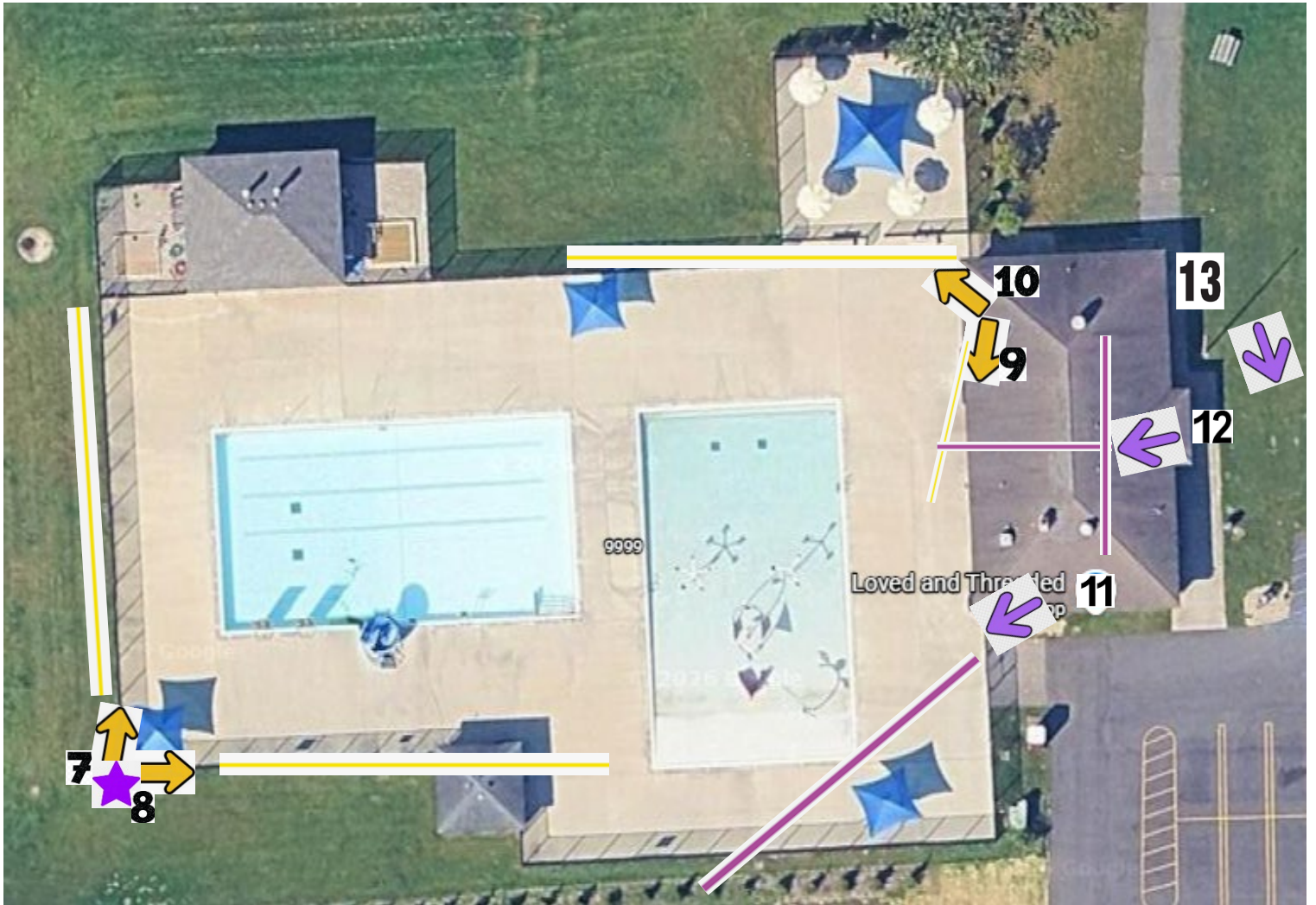
— site line






→ = Has a camera

→ = Needs a camera

— needed site line

Clement Circle Splash Park



-  = Site line
-  = has camera
-  = needs a camera
-  = needs a camera site line
-  = update or make clearer

Cameras:

- 1- Existing: change to a 360 view and move to new location
- 2- Existing: has a 360 view
- 3- Existing: change to a 360 view
- 4- New: Above cash area (new)
- 5- New: 360 view
- 6- 2 New:
- 7- Existing: Needs improvement
- 8- Existing: Needs improvement
- 9- Existing: Needs improvement
- 10- Existing: Needs improvement
- 11- New:
- 12- New: needs to be a 360 view
- 13- New- 360 view

Appendix E – Proposal Certification & Signature Form

The undersigned certifies that they are authorized to submit this proposal on behalf of the firm listed below. By signing, the proposer certifies that all information submitted is true and accurate to the best of their knowledge and that the proposer has reviewed and agrees to the requirements contained in this Request for Proposals (RFP), including all addenda.

Legal Name of Proposer (Firm): _____

DBA (if applicable): _____

Primary Business Address: _____

City, State, Zip: _____

Primary Contact Name / Title: _____

Phone: _____

Email: _____

Federal Tax ID (FEIN) or EIN: _____

Authorized Signatory Certification (initial each):

- I certify I am authorized to bind the proposer and submit this proposal.
- I certify the proposal is valid for not less than one hundred twenty (120) calendar days from the due date, unless otherwise stated by the City.
- I certify that the proposer and subcontractors will comply with all applicable federal, state, and local laws and regulations.
- I certify that the proposer has reviewed the RFP and will perform the services in accordance with its requirements.

Printed Name of Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

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Appendix F – Pricing Proposal Form

This Pricing Proposal Form is provided to standardize pricing submissions and facilitate evaluation. All costs associated with providing the services described in this Request for Proposals (RFP) shall be included as indicated below. Pricing shall be firm for the contract year.

Legal Name of Proposer (Firm): _____

DBA (if applicable): _____

A. Camera Replacement Pricing

Provide pricing for the replacement and upgrade of existing cameras as described in **Section 4.1 – Replacement and Upgrade of Existing Cameras**. Unit pricing shall include all labor, materials, equipment, mounting, and configuration necessary for a complete installation.

Description	Unit Price (\$)	Quantity	Extended Price (\$)
Replacement/upgrade of existing cameras	_____	_____	_____
90 degree FOV Camera	_____	_____	_____
180 degree FOV Camera	_____	_____	_____
270 degree FOV Camera	_____	_____	_____
360 degree FOV Camera	_____	_____	_____

B. New Camera Installation Pricing

Provide pricing for new camera installations as described in **Section 4.2 – New Camera Installations**.

Description	Unit Price (\$)	Quantity	Extended Price (\$)
Interior Cameras			
90 degree FOV Camera	_____	_____	_____
180 degree FOV Camera	_____	_____	_____
270 degree FOV Camera	_____	_____	_____
360 degree FOV Camera	_____	_____	_____

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Exterior Cameras

90 degree FOV Camera	_____	_____	_____
180 degree FOV Camera	_____	_____	_____
270 degree FOV Camera	_____	_____	_____
360 degree FOV Camera	_____	_____	_____

C. Camera Relocation Pricing (If applicable)

Provide pricing for relocation of existing cameras as described in **Section 4.3 – Camera Relocations**.

Description	Unit Price (\$)	Quantity	Extended Price (\$)
Relocation of existing cameras	_____	_____	_____

D. Cabling, Mounting, and Infrastructure

Provide pricing for all cabling, mounting hardware, accessories, and related infrastructure required to complete the project as described in **Section 4.4**.

Description	Lump Sum Price (\$)
Cabling, Mounting Hardware, Accessories, and Infrastructure	_____

E. Programming, Configuration, Testing, and Commissioning

Provide pricing for system programming, configuration, testing, and commissioning as described in **Section 4.5**.

Description	Lump Sum Price (\$)
Programming, Testing, and Commissioning	_____

F. Optional Alternates (If Proposed)

Provide pricing for any optional alternates or enhancements proposed by the vendor. Clearly describe each alternate.

Alternate Description	Lump Sum Price (\$)
_____	_____
_____	_____

G. Total Project Cost Summary

Description	Amount (\$)
Subtotal – Camera Replacements	\$ _____
Subtotal – New Camera Installations	\$ _____
Subtotal – Camera Relocations	\$ _____
Cabling & Infrastructure	\$ _____
Programming & Commissioning	\$ _____
Optional Alternates (if any)	\$ _____
Total Project Cost	\$ _____

H. Pricing Acknowledgment

By submitting pricing on this form, the proposer acknowledges and agrees that:

- All pricing includes labor, materials, equipment, supervision, coordination, and incidental costs necessary to complete the work.
- Travel, mobilization, administrative costs, and cleanup are included in the prices submitted.
- Pricing is based on the requirements of this RFP and attendance at the mandatory site walkthrough.
- No additional charges shall be incurred without prior written authorization from the City of Livonia.

Authorized Signatory (Printed Name): _____

Title: _____

Signature: _____

Date: _____

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Appendix G – Exceptions to RFP (If Any)

The proposer shall list any requested exceptions, clarifications, or deviations to the RFP requirements below. If the proposer has no exceptions, the proposer shall write "NO EXCEPTIONS" in the table and sign at the bottom. The City reserves the right to deem proposals non-responsive based on material exceptions.

RFP Section / Page	Requirement (brief)	Proposed Exception / Deviation	Justification	City Use (Accept/Reject)
-----------------------	------------------------	--------------------------------------	---------------	-----------------------------

Legal Name of Proposer (Firm): _____

Authorized Signatory (Printed Name): _____

Signature: _____

Date: _____

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Appendix H – References

The proposer shall provide references for a minimum of three (3) clients for whom comparable HVAC maintenance services have been performed within the past five (5) years. References should be for facilities of similar size, complexity, and operational demands, such as municipal, institutional, recreational, or other high-occupancy public facilities.

The City reserves the right to contact references provided. Submission of this form constitutes authorization for the City to verify reference information.

Reference 1

Organization / Facility Name: _____

Facility Type (Recreation Center, School, etc.) _____

Address: _____

Primary Contact Name & Title: _____

Phone Number: _____

Email Address: _____

Description of services provided: _____

Contract Term / Dates of Service: _____

Reference 2

Organization / Facility Name: _____

Facility Type (Recreation Center, School, etc.) _____

Address: _____

Primary Contact Name & Title: _____

Phone Number: _____

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Email Address: _____

Description of services provided: _____

Contract Term / Dates of Service: _____

Reference 3

Organization / Facility Name: _____

Facility Type (Recreation Center, School, etc.) _____

Address: _____

Primary Contact Name & Title: _____

Phone Number: _____

Email Address: _____

Description of services provided: _____

Contract Term / Dates of Service: _____

Additional References may be provided on separate sheets if desired.

SECTIONTOPIC

1. Contract Documents
2. Definitions
3. Intent of the Contract Documents
4. Contract Drawings and Specifications
5. Shop Drawings
6. Soil Conditions
7. "Or Equal" Clause
8. Patents and Infringements
9. Superintendence
10. Workers
11. Subcontracting
12. Director's Status
13. Inspector's Status
14. Inspection
15. Protection of Work
16. Accident Protection
17. Working Space
18. Use of the Site
19. Order of Completion – Use of Completed Portion
20. Permits, Surveys and Compliance With Laws
21. Laying Out Work
22. Survey Monuments
23. Sanitary Regulations
24. Report of Errors and Discrepancies
25. Estimated Quantities
26. Contractor's and Subcontractor's Insurance
27. Proof of Carriage of Insurance
28. Performance Bond **Not Applicable**
29. Labor and Materials Bond **Not Applicable**
30. Maintenance and Guarantee Bond **Not Applicable**
31. Forfeiture of Contract
32. Definition of Notice
33. Additional or Omitted Work – Payment
34. Deduction for Uncorrected Work
35. Time Limit of Contract
36. Extension of Time
37. Estimates and Payments
38. Fair Employment Practices Act

1. Contract Documents

The contract documents shall consist of the Notice to Bidder, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, Contract, and any additional documents which may be made a part of the contract.

2. Definitions

Certain terms, when used in the contract documents, shall be respectively defined as follows:

“City or Owner”	The City of Livonia.
“Contractor”	The person, firm or corporation to whom the within contract is awarded by the Owner and who is subject to the terms hereof.
“Subcontractor”	A person, firm or corporation, other than a Contractor, supplying labor and/or materials which contribute in any manner to performance of the within contract.
“Surety”	Any person, firm or corporation that has executed, as Surety, the Contractor’s bonds securing the performance of the within contract.
“Director”	The Director of Public Works of the City of Livonia or any of his designated representatives.

3. Intent of the Contract Documents

The respective contract documents are complementary, so that requirements of any particular document shall be applicable to all. The contract price, as such term is used in the contract documents, shall include the cost of all superintendence, labor and materials, and all other expense necessary for the proper execution of the work.

The specifications, schedules, plans and drawings herein referred to shall be taken together to explain each other and to make the whole consistent. Work shown on a plan and not mentioned

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in the specifications, or vice versa, shall be performed as if shown by both; and, in case of conflict, the Director will determine which will govern. In case of ambiguity in the plans or specifications, the Director will decide as to the correct interpretation thereof. Where errors or omissions are encountered in the contract documents, the applicable sections of the current edition of the Wayne County's Road Commissioners General Specifications for Roads, Bridges, and Miscellaneous Construction shall prevail.

When not otherwise specifically defined in the contract documents, words therein which describe materials or work having a well-known technical or trade meaning, recognized by architects, engineers and the trade, shall be construed in accordance with such mea

4. Contract Drawings and Specifications

The contractor shall be held to have compared the premises with the contract drawings and specifications, prior to submitting a proposal, and to have fully informed himself as to the condition of the premises, existing structures, and any other condition affecting the carrying out of the work. No additional consideration or compensation will be allowed by reasons of obvious errors or omissions in the contract drawings or specifications.

Unless otherwise provided in the contract documents, the City will furnish the contractor, free of charge, copies of all contract drawings and specifications reasonably necessary to carry out the work.

All work shall strictly conform with the contract drawings and specifications, and the contractor shall not proceed without reference thereto.

Approved or conformed copies of the contract drawings and specifications shall be maintained at the work site by the contractor and be made available to the City at all times.

5. Shop Drawings

The contractor shall submit to the Director all shop or setting drawings and schedules required for the work, make any corrections therein required by the Director, and resubmit same without delay.

Approved or conformed copies of all shop or setting drawings shall be maintained at the work site by the contractor and be made available to the City at all times.

6. Soil Conditions

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The contractor shall be held to have made his own determination of soil conditions on the premises, prior to submitting a proposal, and shall complete the work in whatever soil materials and under whatever conditions he may encounter or create, without additional cost to the owner. This shall apply whether or not borings are shown on the drawings.

7. "Or Equal" Clause

Whenever an article, material, or item of equipment is specified in any of the contract documents by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied.

The specified article, material, or equipment shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. The contractor shall comply with requirements in the contract documents relative to the City's approval of materials and equipment before they are incorporated in the work.

8. Patents and Infringements

The contractor agrees to indemnify and save the City, its servants and agents, harmless against any and all claims for royalties or infringements of patent rights in respect to tools,

appliances, equipment, processes, or systems of construction and materials made, furnished or used under this contract, and to defend at his own expense any and all suits at law or in equity which may be brought against the City, its servants or agents, for such claims; provided, however, that the City, its servants or agents, gives the contractor immediate notice in writing of the institution of such suit and authorizes him to defend the same, furnishing him with such reasonable assistance and available information as will enable him to so defend. The provisions of this paragraph shall be binding upon the parties hereto, notwithstanding anything to the contrary implied or expressed elsewhere in any of the contract documents.

9. Superintendence

The contractor shall give his personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative who is satisfactory to the City and who has authority to act for the contractor.

10. Workers

The contractor shall employ only competent, efficient workers who are skilled in the work assigned to them and shall at all times enforce strict discipline and good order among his employees. Whenever the City shall notify the contractor, in writing, that in its opinion any worker so employed is careless, incompetent, disorderly, or otherwise unsatisfactory, such worker shall be relieved from the job and shall not again be employed thereon except with the written consent of the City.

11. Subcontracting

The contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this contract without the written consent of the City. If the contractor sublets any part of this contract, he shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons they directly or indirectly employed, as he is for the acts and omissions of his own employees.

12. Director's Status

The Director shall have general supervision and direction of the work, and authority to stop such work whenever necessary to insure proper performance of this contract. He shall also have authority to reject all work and materials which do not conform with the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to decide questions which arise in the course of suchwork.

13. Inspector's Status

The City may appoint on-the-job inspectors who shall be under the direction of the Director. Such inspectors will inform the Director as to the work progress, the manner in which it is being done, and the quality of materials being used. They will call the

contractor's attention to any observed failure to follow the plans and specifications. They shall have the authority to reject materials or workmanship which are defective and to suspend the work until any questions concerning compliance with the contract can be referred to and decided by the Director; but they shall have no authority to direct the contractor's work or workers, to supervise the contractor's operations or to change the contract plans or specifications.

In no instance shall any action or omission on the part of an inspector release the contractor from his responsibility to complete the work in accordance with the plans and specifications.

14. Inspection

The City and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and for inspection.

The City shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be promptly removed from the premises without charge to the City. If the contractor does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the City may remove them and charge the expense to the contractor.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the contractor shall, on request, promptly furnish any necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the contractor, or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15%, shall be allowed the contractor.

15. Protection of Work

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and adjacent property from injury arising in connection with this contract.

The work under this contract shall be at the risk of the contractor in every respect until finished and accepted by the City.

The contractor shall furnish and maintain necessary passageways, guard fences, lights and such other facilities and means of protection as may be needed.

16. Accident Prevention

Precaution shall be observed at all times for the protection of persons including employees and property. The safety provisions of applicable laws, as well as building and construction codes, shall be observed. Machinery and equipment shall be guarded, and all hazards guarded or eliminated, in accordance with the safety provisions of the Manual

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of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

Substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic, and red flags by day and red lights by night shall be diligently posted by the contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction devices shall be installed and maintained by the contractor.

Should the contractor fail to comply with any provisions of this contract, affecting the public welfare or safety, the City may, with or without notice, cause the necessary precaution to be taken and will deduct the cost of such work from any money due or to become due the contractor under this contract; but the performance of such work by the City, or at its direction, shall not release the contractor from his general or particular liability for the safety of persons or property.

17. Working Space

The contractor shall confine his equipment, apparatus, materials storage and operations to limits indicated by applicable laws, permits or directions of the City and shall not unnecessarily encumber the premises with his materials.

Should the contractor require space on privately owned property, he shall obtain such space at his own expense by agreement with the owner thereof.

18. Use of Site

In his operations, the contractor shall interfere as little as possible with traffic and shall in no case unduly obstruct traveled ways.

The contractor shall at no time interfere with surface or underground drainage. Free access shall be provided at all times to hydrants and water and gas valves.

The contractor shall enforce the City's instructions regarding signs, advertisements, fires and smoke.

19. Order of Completion – Use of Completion Portion

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The contractor shall cooperate with the City, when reasonably possible, to complete any portion or portions of the work in such order of time as will be beneficial to the City without prejudice to the contractor's interests.

Use of a completion portion of the work by the City shall not be deemed as acceptance of the work so used or any part thereof.

20. Permits, Surveys and Compliance With Laws

The contractor shall secure and pay for all permits, fees and licenses (including such fees that may be assigned to the City of Livonia as permit holder) necessary for the performance of the work unless otherwise specifically provided in the contract documents.

The City shall furnish all surveys unless otherwise provided in like manner.

The contractor shall give all notices, pay all fees, and comply with all applicable laws, as well as rules and regulations bearing on the conduct of the work.

21. Laying Out Work

Principal reference lines or points and bench marks shall be given by the Director when he deems necessary; or he shall be given twenty-four (24) hours advance notice if the contractor requires such information.

The Director will set suitable stakes and marks showing the locations and elevations of the various parts of the work and will furnish the contractor with cut sheets referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set. The contractor shall assure that the work at all times proceeds in accordance with the stakes and marks and shall provide all labor and materials to set required batter boards and locate the work accurately with respect to the referencepoints.

The contractor shall carefully preserve reference points and stakes; and, in case of willful or careless destruction thereof, he will be charged with the resulting expense and shall be responsible for any errors that may be caused by their loss or disturbance.

22. Survey Monuments

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The contractor shall protect and preserve all land survey monuments or property corners along the line of his work. Where monuments or irons are unavoidably disturbed or removed due to operations under this contract, the contractor, at his own expense, shall employ the services of a registered land surveyor to establish, reset or replace such monuments or irons.

23. Sanitary Regulations

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the contractor; and their use shall be strictly regulated.

24. Report of Errors and Discrepancies

If, in the course of the work, the contractor finds any discrepancies between the plans and physical conditions encountered, or any errors or omissions in the plans or layout, it shall be his duty to immediately inform the Director in writing. Any work done after such discovery, until authorized by the Director, will be at the contractor's risk.

25. Estimated Quantities

The quantities of the various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work under this contract; and neither the City nor its agents are to be held responsible should any of the estimated quantities be found incorrect during the performance of the work; and the contractor shall make no claim for anticipated profit, nor for the loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

26. Contractor's and Subcontractor's Insurance

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph, nor shall the contractor permit any subcontractor to commence work on his subcontract until he has obtained the insurance herein required.

- a. Worker's Compensation Insurance. The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees who engage in the work to be performed; and, in any case any such work is sublet, the contractor shall require the subcontractor to provide similar insurance for all of the latter's employees who engage in the work.
- b. Contractor's Public Liability and Property Damage Insurance. The contractor shall procure and maintain during the life of this contract, Contractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
- c. Owner's and Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance, in the name of the City, in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limits for each person, in an amount not less than \$1,000,000 for damage to property. Such insurance shall include motor vehicle exposure and specific coverage, by endorsement, which shall be described in the following manner:

"It is understood and agreed that such insurance as if afforded shall include specific coverage for the so-called Explosion, Collapse and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers and the like, occasioned by the contractor's subsurface operations."
- d. Subcontractor's Public Liability and Property Damage Insurance. The contractor shall require each of his subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

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- e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.
- (1) The contractor shall procure and maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.
 - (2) The contractor shall procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

27. Proof of Carriage of Insurance

The contractor shall provide the City, at the time this contract is returned by him for execution, the certificates listed below. A guarantee that thirty (30) days' notice will be given to the City prior to cancellation of, or change in, any insurance coverage shall be endorsed on each certificate:

- a. Four (4) copies of Certificate of Coverage of Contractor's Worker's Compensation Insurance.
- b. Four (4) copies of Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.
- c. Four (4) copies of Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.
- d. Four (4) copies of Certificate of Coverage of Contractor's Protective Public Liability and Property Damage Insurance

Items 28, 29 from the Table of Contents have been deleted. They are not applicable to this solicitation.

30. Section Deleted

31. Forfeiture of Contract

If the work to be done under the contract shall be abandoned by the contractor, or, if at any time in the judgment of the City, the contractor shall fail to perform the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the City shall have the right to take possession of the work, including contractor's plant, supplies, and materials, at any time after having notified the contractor in writing to discontinue the work under this contract for said cause or causes, and such action shall not affect the right of the City to recover damages resulting from such abandonment or failure to perform. Upon receiving such notice, the contractor shall, upon demand, immediately give the City safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the workers employed thereon.

The City may then proceed to complete the work herein specified, by contract or otherwise, and the entire cost incurred shall be charged to the contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, shall be paid to the City by the contractor or his sureties.

32. Definition of Notice

Where the contract documents provide for the giving of any notice, it shall be deemed to have been given:

- a. As to the City, when written notice shall have been delivered to the Director or the City Clerk, or shall have been placed in the U. S. mail, addressed to the City Clerk at the place where the bids or proposals for the contract were opened;
- b. As to the contractor, when written notice shall have been delivered to his chief representative then present at the site of the work, or shall have been placed in the U. S. mail, addressed to the contractor at his permanent place of business, as stated in the papers prepared by him to accompany his proposal; and
- c. As to the surety on a Performance Bond or Labor and Materials Bond, when a written notice shall have been placed in the U. S. mail, addressed to the surety at his home office or to the agents who

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executed such Performance Bond or Labor and Materials Bond on the surety's behalf.

d. Additional or Omitted Work – Payment

The City may authorize changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any, in the amounts to be paid to the contractor by reason of any such change, addition or deduction, shall be determined by one or more of the following methods:

- a. By unit prices contained in the contractor's original bid and incorporated in the contract.
- b. By a supplemental schedule of prices contained in the contractor's original bid and incorporated in the contract.
- c. By an acceptable lump sum proposal from the contractor.

34. Deduction for Uncorrected Work

If the City deems it expedient to accept work which has been damaged or not done in accordance with the contract, an equitable adjustment will be made so as to deduct from the contract price the cost of repairing or properly performing such work.

35. Time Limit of Contract

The parties hereto distinctly understand and agree that the time specified for completion of the work is the essence of this contract, and that the contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

36. Extension of Time

An extension of time may be granted by the City in the event of the work being delayed, beyond the prescribed time for completion, by carriers, the

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elements, general strikes, accidents or other causes not under the contractor's reasonable control. Such an extension of time shall be deemed to be in full compensation for any loss or injury sustained by the contractor by reasons of delays caused as aforesaid, and the contract shall not thereby be invalidated in any respect.

37. Estimates and Payments

The City shall pay to the contractor amounts bid in the proposal, or as modified by subsequent agreement, less deduction for any unsatisfactory or incomplete work, based upon measurements by the Director or as otherwise herein stipulated, and such measurements shall be final and conclusive.

The contractor shall submit to the City an application for each payment and shall submit a Contractor's Declaration stating that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the City and, if required, shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made bi-weekly for ninety-five percent (5%) of the work completed, less any deductions or reservations which may be made in accordance with the terms of this contract, provided that the work is progressing

satisfactorily, all orders of the Director have been complied with, and the time of completion shall not have expired. No allowance will be made for materials furnished which have not been incorporated in the completed work, unless otherwise stated in the contract documents.

The City may withhold payment of any progress estimate, or portion thereof, until the contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of work completed, or any portion thereof, prior to completion of all work required by this contract and payment of the final estimate.

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Within thirty (30) days after completion of all work required by this contract to the satisfaction of the City and the Director, in accordance with all and singular terms and stipulations herein contained, the City shall make final payment based upon a final estimate made by the Director. Before such payment is made, the contractor shall, as directed by the City, execute a Contractor's Affidavit that he has paid all claims of every nature, or secured a release from the surety or sureties approving payment. The final payment shall be considered as full approval and acceptance of the completed work herein specified.

Acceptance by the contractor of the final payment aforesaid shall operate as, and shall be, a release of the City and its agents, from all claims by and liability to the contractor for anything done, furnished for, or relating to the work, as well as any act or neglect of the City or of any person relating to or affecting the work.

38. Fair Employment Practices Act

- a. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
- b. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his age or sex, except where based on a bona fide occupational qualification.
- c. Breach of the covenants contained in either of the foregoing paragraphs may be regarded as material breach of this contract and may result in its cancellation, termination or suspension in whole or in part and in the contractor being declared ineligible to contract in the future with the City of Livonia.

