



**INVITATION TO BID
CHARTER TOWNSHIP OF WEST BLOOMFIELD
LAWN CUTTING/GROUNDS MAINTENANCE**

BID: **03052018**

ITEM: Civic Center Lawn Cutting/Grounds Maintenance
 Hosner Cemetery Lawn Cutting / Fire Stations
 Water & Sewer Department Lawn Cutting/Grounds Maintenance

DEADLINE: **March 26, 2018 @ 2 p.m.**

The Charter Township of West Bloomfield is soliciting bids from qualified bidders for Lawn Cutting/Ground Maintenance at various township locations. Sealed bids must be submitted in accordance with the enclosed instructions and must be submitted to the Township Clerk's Department, on or before **March 26, 2018 at 2 p.m.** After that time, they will be publicly read in Town Hall Conference Room #_____.

There will be a Pre– Bid meeting held Tuesday March 20, 2018 @ 10:00 A.M at the Township, 4550 Walnut Lake Road, West Bloomfield 48323.

This contract will be issued for one season, with an option of a renewal for two additional seasons (approved seasonally) upon mutual agreement of both parties, under the same terms and conditions of the original Township specifications and the contractors bid. Any renewal must receive Township Board approval.

Bid packages can be obtained at the Township Clerk’s office during normal working hours 8:00 am – 4:30 pm or through the Michigan Intergovernmental Trade Network (BidNet /MITN) www.bidnet.com Info.

Preparation of Bids

1. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidder’s risk.
2. Each Bidder shall furnish all the information required. The person signing the bid form must initial erasures or other changes. Partial bid packages may be rejected.
3. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or conditions within the invitation, he or she is advised to call and have that portion clarified. For clarification on bidding instructions or submission, contact Catherine Ellerson, Purchasing Manager at (248) 451-4801.
4. Bids must disclose the name and form under which the bidder does business including the names and addresses.

5. The submission of multiple bids by any contractor, under the same or different names, and collusion among or between bidders, is prohibited, and if determined by the Township to exist, shall serve to disqualify any bidders involved from consideration as a contract recipient.

Submission of the Bid

1. All bids must be submitted in a sealed envelope, and must include the following information on the face of the envelope: bidder's name, address, bid number, and item. Failure to do so may result in the premature opening of or failure to open such a bid. **Send bids to the attention of the Township Clerk, Debbie Binder, Charter Township of West Bloomfield Clerk's Department, and 4550 Walnut Lake Road, West Bloomfield, MI 48323.**

DO NOT PUT YOUR BIDS IN THE TOWN HALL DROP BOX.

2. Bidders are responsible for submitting bids before the stated closing time. Delays in the mail will not be considered. Any bid received after the stated deadline will be rejected. **Fax or emailed bids will not be accepted.**
3. Any bid may be withdrawn by giving written notice to the Township Clerk before the stated closing time. After the stated closing time, no bid may be withdrawn or canceled for a period of sixty (60) days after said closing time, except the successful bidder whose bid prices will remain for the entire contract period.
4. The bidder may change or modify his/her bid up to the established closing time. Any modification must be presented in writing, and submitted in accordance with the above format, and clearly marked "**Bid Modification.**"
5. Bids must be submitted on the forms supplied. Additional information may be attached as an addendum.
6. **Submit one (1) original and two (2) copies of your bid.**
7. Submit with your bid at least five (5) references with contact names and phone numbers.
8. Submit a list of any subcontractors that will be used to perform the work. No part of any contract may be subcontracted without prior Township approval. Subcontracting any portion of this contract without Township approval can be considered default of this contract.
9. The submission of a bid shall constitute the bidder's representation to the Township, and agreement that the bidder has not, does not, and if awarded the contract, will not unlawfully discriminate or allow unlawful discrimination against any persons.

Terms & Invoicing

1. All bids are tax exempt.

2. All bids will be considered net 30, unless otherwise stated. Payment will be made when all work has been received and properly invoiced.
3. Summary invoicing must be submitted on a monthly basis. All invoicing must be typed or computer generated.

General Conditions

1. The Contractor shall not assign or transfer this contract, or any part thereof, to any person/firm/contractor, unless the Township first approves such assignment in writing, It is understood that the contract shall not be assignable unless the proposed assignee is acceptable to the Township.
2. Additional information may be requested and required during the bid evaluation process. Any additional information must be supplied within five (5) business days after receipt of written notice.
3. The Township reserves the right to accept or reject any or all bids, to let bids again, and to waive any irregularities in the best interest of the Township.
4. The Contractor must secure and maintain insurance during the term of this contract from an insurance agency authorized to do business in the State of Michigan, whose rating is satisfactory to the Township's Risk Management Advisor. **Enclose a copy of your current insurance certificate(s) with your bid. Sign Attachment A - Insurance Requirements and return with your bid.**
5. Also attached for your review is a sample contract.
6. Any errors, omissions, or discrepancies in the specifications discovered by a prospective bidder must be brought to the attention of Catherine Ellerson, Purchasing Manager, as soon as possible after discovery. Further, the Contractor will not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.
7. The Township reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance, default, or for reasons deemed to be in the best interest of the Township. A designated representative of the Township will be solely responsible for determining acceptable performance levels.

If this occurs, the Township reserves the right to award to the next lowest qualified bidder available, who meets Township specifications; or to rebid the contract whatever is in the best interest of the Township.

8. The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable for contracted services.

9. The awarded contractor shall be in compliance at all times with all state and federal employment, social security, tax, wage, withholding, reporting, and immigration laws, rules and regulations with respect to all employees or independent contractors working for the awarded contractor.
10. The Township reserves the right to adjust the number of cuttings.
11. The Township reserves the right to award to companies that main headquarters are U.S. based.

12. IRAN LINKED BUSINESS

In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date 4/1/13, all vendors must certify that they are not an "Iran Linked Business" in order to submit a proposal. The act prohibits individuals who have economic relations with Iran from submitting bids on RFP's with the state or any other public entities. The act also includes penalty provisions for submittal of false certifications. See Attachment "B".

Award

1. The evaluation and award of this bid will be based on a combination of factors including, but not limited to, the following: bid price, past performance, ability to meet service requirements, manpower and equipment available to perform this service, compliance with specifications, and any other factors considered to be in the Township's best interest.
2. The Township reserves the right to award the contract in total or in part.

WEST BLOOMFIELD TOWNSHIP SPECIFICATIONS

Locations to be serviced: (cutting from approx. mid-May to the end of October) Service to be provided Monday through Friday, 8:00 a.m. through 7:00 p.m. for locations 1 & 2. The Water & Sewer Department must be serviced on a business day between 3:30 p.m. and 5:00 p.m.

Location 1 – The Civic Center Complex to include the grassy areas along the boulevard, West Bloomfield Police Headquarters and West Bloomfield Town Hall. The cutting should follow the already established cut patterns. See attached map (**Cut once a week – approx. 26 cuts**)

- West Bloomfield Town Hall, 4550 Walnut Lake Road
- West Bloomfield Police Headquarters, 4530 Walnut Lake Road

Location 2 – Hosner Cemetery – East side of Farmington Road between Maple & Fourteen Mile. Across the street from 6750 Farmington Road. (**Cut once every other week - approx. 13 cuts**)

Location 3 – Water & Sewer Department, 2400 Haggerty Road, West Bloomfield, MI 48323, 2.68 acres of grass to cut, 2,000 linear feet of weed trimming/whipping to be performed with each cut. Cuts must be done on a business day between 3:30 p.m. and 5:00 p.m. See attached map (**Cut once a week – approx. 26 cuts**)

Location 3 – West Bloomfield Township Fire Stations listed below:

St 1 4601 Orchard Lake Rd

St 2 6925 W Maple

St 4 5842 Greer

St 5 5425 W Maple

St 9 3300 Orchard Lake

NOTE: request (3) weeding services for the Town Hall within a cutting season, which includes cutting hedges / bushes.

SCOPE OF WORK:

Spring Maintenance

- Lawn areas will be thatched where needed, swept, and blown free of leaves and debris.
- Raking, blowing or vacuuming all shrub bed areas clean of leaves and winter debris.
- All debris to be trucked from the premises and properly disposed of.
- Town Hall maintenance should be scheduled through Bruce Eck, Building Director 248-451-4893 or Simon Parker, Facility Maintenance 248-451-4886 / cell 248-704-0006. Fire Stations Chief Greg Flynn 248-451-1516.
- Water & Sewer maintenance should be scheduled through Ed Haapala, Water & Sewer Director (248) 451-4785.

Fall Maintenance:

- Leaf and debris removal from maintained areas or as leaves accumulate on the lawn.
- All leaves and debris to be trucked from the premises and properly disposed of.
- Town Hall maintenance should be scheduled through Eck, Building Director 248-451-4893 or Simon Parker, Facility Maintenance 248-451-4886 / cell 248-704-0006. Chief Greg Flynn 248-451-1516.
- Water & Sewer maintenance should be scheduled through Ed Haapala, Water & Sewer Director (248) 451-4780.

Lawn Cutting/Grounds Maintenance:

1. All grassy areas to be cut to a minimum height of three (3”) once per week and a maximum of four inches (4”) with edging as required.
2. All areas where grass abuts hard surfaces, edges, or appurtenances mulched beds, sculptures, fences, sprinkler head hookups and other immobile objects shall be cut with a string trimmer weekly to the same height as the lawn areas.

3. Using a mechanical edging tool, adjacent sidewalks, foundations and curbing shall be edged at least three times per growing season.
4. Grass clippings will be blown from all walks and drives after each clipping.
5. Mowing of the grass will begin approximately May 15 of the corresponding season and continue through October 30. This schedule may be adjusted if conditions warrant.
6. Should either mowers or any of the other equipment not be operational, the awarded contractor shall be responsible for renting similar equipment for the performance of this contract and any cost involved in the rental of equipment shall be at no additional charge to West Bloomfield Township.
7. All mowing or trimming that does not meet the specifications must be corrected before the Township will give approval for payment.
8. West Bloomfield Township will not pay for mowing that is done at such a high rate of speed as to cause the grass to be torn, laid over, or damaged in any manner.
9. Prior to performing grass cutting, the contractor's crew will pick up litter from areas to be cut.
10. Any mulching materials dislodged from mulch beds will be returned to the mulch bed prior to the contractor's crew leaving the site.
11. Contractor must guarantee the reimbursement, repair or replacement of any cultivated areas damaged by careless or accidental use of equipment or machinery. In addition, to repair or replace any fences, building, signs, poles, and or appurtenances destroyed or damaged by careless or accidental use of equipment or machinery in performance of this contract.

Additional Vendor Requirements:

1. The contractor submitting this bid must have been in the turf grass maintenance business for a minimum of three (3) years. With your bid, provide documentation that confirms your company meets this requirement. Provide a brief history of your firm indicating the years in business in the State of Michigan.
2. The contractor submitting this bid must be capable of providing a minimum of five (5) references in the State of Michigan to which their firm has provided services that are comparable in size and complexity to those described in this document.
3. Submitting contractor must be able to schedule personnel appropriately to service these sites as necessary, and as climatic conditions change. The company must have the availability of equipment and personnel necessary to service the site(s) of this size and type.
4. Bidders to submit a detailed mowing plan delineating days of service for each location.

5. Bidders must include with their bid a complete list of equipment to be used on this project indicating make, model, and age of each item as well as cutting widths of the mowers. All equipment must be available for inspection and demonstrated to be operational.
6. The successful bidder must furnish certificates of insurance evidencing the following minimum coverage as described in Attachment A within five (5) business days of the contract award. **Attachment A must also be signed and returned with your bid. Also, enclose a copy of your current insurance certificate outlining your coverage.**
7. The awarded contractor will be responsible for the supervision and direction of the work performed by his/her employees, and at all times provide a full time supervisor, manager, or crew leader on premises to carry out those responsibilities. The manager for crew leader shall have the authority to act as agent of the awarded contractor in his/her absence, and must be fully qualified to implement the Township specifications. **All work and equipment shall comply with OSHA standards.**

The assigned supervisor, manager or crew leader must be professional in his/her appearance and demeanor; these individuals must have the necessary communication skills (verbal and written) to effectively communicate with Township personnel or individuals they may encounter in performance of this contract. In addition, this supervisor, manager, or crew leader must be equipped with a communication device that would provide these individuals a method of contacting the appropriate agencies in the event of an emergency and to be contacted by representatives of the Township when necessary. **This contact information must be provided to the Building Director and the Water & Sewer Director prior to onset of the performance of this contract.** Any changes to this contact information must be provided to the Township and its agents, within one (1) business day after a change has been made.

8. The awarded contractor will be responsible for instructing his/her employees in all safety measures. All equipment used by the awarded contractor must be maintained in safe operating conditions. At all times free of defect or wear, which may in any way, constitute a hazard to any person or persons on Township property. All employees must wear proper personal protective equipment while working on Township premises.
9. The Township reserves the right to request additional information and clarification during the bid evaluation process. If additional information is requested, the bidder must respond in writing within five (5) business days.
10. Any and all employees of the contractor are required to wear outer garments that identify them as employees of the contractor. All garments and all apparel worn by the contractor's employees must be compliant with OSHA standards.
11. All vehicles used by the contractor in transportation of equipment or personnel must be clearly marked identifying the contractor and provide a business phone number.

**BID FORM
CHARTER TOWNSHIP OF WEST BLOOMFIELD**

**Civic Center Lawn Cutting/Grounds Maintenance
Hosner Cemetery Lawn Cutting / Fire Stations
Water & Sewer Department Lawn Cutting/Grounds Maintenance**

	<u>Location 1</u> Town Hall Complex	<u>Location 2</u> Hosner Cemetery	<u>Location 3</u> <u>Fire stations</u>	<u>Location 3</u> Water/Sewer Dept.
Spring Maintenance	\$	XXXXXXXXXXXXXXXXXX	\$	\$
Fall Maintenance	\$	XXXXXXXXXXXXXXXXXX	\$	\$
Rate per Cut	\$	\$	\$	\$
Rate for Weeding, as needed	\$	\$	\$	\$

Bid price is guaranteed for 120 days after being opened by the Charter Township of West Bloomfield

Name of Firm
Authorized Signature
Printed Name of Signee
Address
Phone/fax/email
Date

This bidder declares that, having carefully examined the site of the proposed work and informed himself/herself fully in regard to the conditions to be met in the performance of the work, and having read and examined all specifications pertaining to the work, proposes to furnish all materials, tools, equipment, transportation, labor, supervision, and all else necessary for the satisfactory and complete performance of these services to the Charter Township of West Bloomfield, holding the Township free of liens or encumbrances upon present or future payments made by the Township to the contractor.

BIDDER INFORMATION

Firm Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Email Address: _____

Firm Established _____

Years in Business: _____

Type of Organization: _____

State of Organization: _____

Representative's Name: _____

Title: _____

Signature: _____

Date: _____

The above individual is authorized to submit this bid and declares that he/she have informed themselves fully in regard to the conditions to be met in the performance of the work, and having read and examined all the specifications pertaining to the work, proposes to furnish all materials, tools, equipment, transportation, labor, supervision and all else necessary, for the satisfactory and complete performance of the work for the Charter Township of West Bloomfield.

The bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

The bidder affirms that this proposal has not been prepared in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor and the bidder has full authority to execute any resulting contract awarded as result of, or on the basis of the proposal.

By submission of this proposal the Bidder agrees that at the time of submittal: (1) Bidder has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, and that (2) Bidder had no notice or knowledge of any "Conflict of Interest" that would be created by an award of a contract to Bidder A. "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Charter Township of West Bloomfield. Bidders shall identify any interest, and the individuals involved, on separate paper with the response and shall understand that the Township, at its discretion may reject their proposal.

West Bloomfield Township
Contractor Questionnaire

Please provide the following additional information and submit with your bid:

Date: _____

Firm Name: _____

Established: _____ State: _____

Type of Organization:

Individual Corporation Other _____
 Partnership Joint Venture

If applicable: Former Firm Name(s) _____

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Where is your headquarters located? Please specify _____

2. How many years has your company been providing this type of service? _____
3. How many employees does your company employ? _____ Full time _____ Part time
4. References: Please list below at least (5) five companies or public agencies for whom you have done similar work. Provide contact names, phone numbers and addresses.
 - 1) _____

 - 2) _____

 - 3) _____

 - 4) _____

 - 5) _____

5. With your bid response, attach a list of the equipment and detail manpower you have available to service the Township.

The undersigned hereby declares that he/she has carefully examined the scope of work and will provide the specified services for West Bloomfield Township for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.



The foregoing questionnaire is a true statement of facts:

Signature of Authorized Company Representative: _____

Representative's Name: (print) _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Date: _____

ATTACHMENT A - INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until they have obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the Charter Township of West Bloomfield

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Excess Liability Insurance:** The contractor shall procure and maintain during the life of this contract, Excess Liability Insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds:*** The Charter Township of West Bloomfield, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
6. **Cancellation Notice:** All Coverage, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Cindy Victor, Purchasing Agent, Charter Township of West Bloomfield, P.O. Box 250130, West Bloomfield, MI, 48325).
7. **Proof of Insurance Coverage:** Insurance certificates must be supplied within five (5) business days of contract award and send to: Catherine Ellerson, Purchasing Manager, Charter Township of West Bloomfield, and 4550 Walnut Lake Road, West Bloomfield, MI 48323.

8. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Charter Township of West Bloomfield at least ten (10) days prior to the expiration date.

Hold Harmless Agreement Clause and Indemnification Clause

The Contractor agrees to defend, pay on behalf of, and hold harmless the Charter Township of West Bloomfield, its elected and appointed officials, employees and volunteers and others working on behalf of the Charter Township of West Bloomfield, against any and all claims, demands, suits, loss, including actual attorneys fees incurred, all cost connected therewith, for any damages which may be asserted, claimed or recovered against or from the Charter Township of West Bloomfield, its elected and appointed officials, employees, volunteers or others working on behalf of the Charter Township of West Bloomfield, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Signature

Date

ATTACHMENT B

VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with an prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

VENDOR	
Legal Name	
Street Address	
City	
State and Zip	
Corporate ID # / State	
Taxpayer ID #	

(Please complete in its' entirety)

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to West Bloomfield Township.

Signature of Vendor's
Authorized Agent: _____

Printed Name of Vendor's
Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____

CONTRACT

This Contract shall be effective as of the date of Township board approval, _____, 201_ and is between the Charter Township of West Bloomfield, whose address is 4550 Walnut Lake Road, West Bloomfield, Michigan 48323, (“Township”), and _____ (“Contractor”).

Project. This Contract is for a project to be referred to as Civic Center Lawn Cutting/Grounds Maintenance, Hosner Cemetery Lawn Cutting, and Water & Sewer Department Lawn Cutting/Grounds Maintenance. This contract will be issued for one season, with an option of a renewal for two additional seasons (approved seasonally) upon mutual agreement of both parties, under the same terms and conditions of the original Township specifications and the contractor's bid. Any renewal must receive Township Board approval.

Work. For and in consideration of payment by the Township as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the work specifications, which are attached to and part of this Contract, in a competent, efficient, timely, good and competent manner and in compliance with the following terms and conditions.

Contract Price and Payment. The Contract Price is as specified in West Bloomfield Specifications & Bid Form, which is attached. The Township agrees to pay the Contractor the Contract Price in exchange for and consideration of the timely and satisfactory completion of the work. Except as may be otherwise provided in the Contractor's Bid or Proposal and agreed to by the Township, payments toward the Contract Price shall be made for satisfactorily completed work within thirty (30) days of the Township receiving the bill or invoice for the work from the Contractor. The procedure and information required in the submission, review and payment of progress and final payment requests is contained in the Payment Procedure that is attached to and part of this Contract. Payment requests may not be submitted more than once per month.

Insurance. This Contract is conditioned on the Insurance Requirements that are attached to and part of this Contract, being satisfied and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverage to be maintained for the life of this Contract and the Township entitled to thirty (30) days written notice of any cancellations or changes.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the Township, its agents and others working on the Township's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Township by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract, including claims arising under the worker's compensation laws of the State of Michigan.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, Township shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Township shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the

defects or defaults within the time specified. Upon a failure to do so, the Township may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor or preserve the claims of defects or defaults without termination by written notice to Contractor.

Disposal Requirements. The Contractor shall perform all work and dispose of all scrap, unused, discarded, waste or demolition debris and materials resulting from the work in compliance with all provisions of applicable federal, state, county and Township environmental laws and the work specifications

Independent Contractor. Contractor is and shall perform under this Contract as an Independent Contractor with complete control over its employees, agents, subcontractors and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those that apply because Township is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan, with the additional legal authority, restrictions or limitations applicable to the work, if any, to be set forth in a Statement of Additional Authority that if attached to this Contract shall be a part of it.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Township. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Termination. The Township reserves the right to cancel this contract without cause or reason upon 30 days written notice.

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Township: Bruce Eck, Building Director
Ed Haapala, Water & Sewer Director
Chief Greg Flynn, Fire
Catherine Ellerson, Purchasing Manager

Contractor:

Changes. Any changes in the provisions of this Contract must be in writing and signed by the Township and Contractor.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

WITNESS AND DATES
OF SIGNATURES:

CHARTER TOWNSHIP OF WEST
BLOOMFIELD

Date: _____

By _____
Steve Kaplan
Its: Supervisor

Date: _____

By _____
Debbie Binder
Its: Clerk

CONTRACTOR

Date: _____

By _____
Its: _____

WORK SPECIFICATIONS

The plans, specifications, limitations, requirements and conditions for the work under this Contract are those contained or referenced in the attached Township's Invitation to Bid and the Contractor's Bid Submittal all of which are considered part of this Contract.

PAYMENT PROCEDURE

Contractor Representative (to submit payment requests):

Township Representative(s) (to receive payment requests):

- Bruce Eck, Building Director, 4550 Walnut Lake Road, West Bloomfield, MI 48323
- Ed Haapala, Water/Sewer Director, 2400 Haggerty Road, West Bloomfield, MI 48323
- Chief Greg Flynn:

- St 1 4601 Orchard Lake Road
- St 2 6925 W Maple
- St 4 5842 Greer
- St 5 5425 W Maple
- St 9 3300 Orchard Lake

Information required on Invoices or Bills: Service provided and date

Documentation Required To Be Submitted With Invoices or Bills: N/A

INSURANCE REQUIREMENTS

The Insurance Requirements applicable to this Contract are attached.

DRAFT