



CHARTER TOWNSHIP OF WEST BLOOMFIELD

INVITATION TO BID WEST BLOOMFIELD, FACILITY OPERATIONS

REPAIR PARKING LOT SEAL COATING TOWN HALL & POLICE DEPARTMENT

BID: 03182019:

DEADLINE: Thursday, April 11, 2019, 2:00 p.m.

The Charter Township of West Bloomfield is soliciting bids from qualified sources for sealcoating of payment of parking lot for the Township. Sealed bids must be submitted in accordance with the enclosed instructions and must be submitted to the Township Clerk's Department, on or before Thursday, April 11, 2019 @ 2:00 p.m. After that time, they will be publicly read in Town Hall Conference Room #75/76. The awarded vendor shall supply all materials, equipment, vehicles and personnel needed to service this contract in accordance with the specifications.

This contract will be issued under the terms and conditions of the original Township specifications and 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 (MITN) www.MITN.info.

There will be a walk through scheduled Tuesday April 2, 2019 @ 10:00 a.m. There will be a sign in sheet for those that attend the walk through, which will be facilitated by Simon Parker, Facilities Coordinator @ 248-704-0006. The site locations: town Hall 4550 Walnut Lake Road, West Bloomfield, MI 48323 – Police Department 4530 Walnut Lake Road, West Bloomfield, MI 48323

This service is requested to be done in a 3-day weekend time – during the closing of the township – 5-25-19 through 5-27-19.

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 Agent 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 address bids as directed below:**

For delivery directly to Town Hall: 4550 Walnut Lake Road, West Bloomfield, MI 48323.

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. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined and supplementary information may be attached.
6. **Submit one (1) original and three (1) copies of your bid.**
7. 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.
3. The Contractor must submit an invoice for any services provided under this contract within ten (10) days of the date of service with all appropriate backup to support the invoicing. All invoicing must be typed or computer generated.

General Conditions

1. 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.
2. Any errors, omissions, or discrepancies in the specifications discovered by a prospective bidder must be brought to the attention of **Catherine Ellerson, Purchasing Agent at 248-451-4801**, as soon as possible after discovery. Further, the Contractor will not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.
3. No part of any agreement or contract with the Township may be assigned or subcontracted without the Township's prior written consent.
4. The Township may terminate the contract without penalty upon fourteen (14) days written notice due to poor performance or 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. His/her discretion will be deemed in the Township's best interest and will be final. The Township reserves the right to award to the next available and qualified contractor, to rebid the contract, or do whatever is deemed in the best interest of the Township.

Award

1. The evaluation and award of this bid will be based on a combination of factors including, but not limited to, the following: experience/qualifications, references, compliance with specifications, completeness of bid, bid price, ability to meet service requirements, manpower and equipment available to perform this service, and any other factors considered to be in the Township's best interest.
2. The awarded contractor understands that the Township reserves the right to adjust the number of cuttings or terminate this agreement at any time as best serves the Township's needs.

Rules, Regulations, Laws, Ordinances and Licenses

1. The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.
2. 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 and or independent contractors of the awarded contractor that are or may be involved in the performance of work under the contractor, with a sworn statement under oath that the contractor is and will be in compliance with this qualification requirement to be submitted with the bid or proposal.
3. The awarded contractor shall provide the Township with a written list containing the names of all employees and independent contractors who may be performing work under this contract, with each such employee or independent contractor to have some form of state or federal government identification in their possession at all times they are performing work under the contract.

Scope of Work – MAP OF AREA ATTACHED, RED IS TOWN HALL AND BLUE IS POLICE DEPARTMENT

- ✓ Crack seal ¼ or possibly wider transverse & longitudinal cracks using sealant
- ✓ Power Blow existing areas of dirt, dust and debris to clean all paved surfaces
- ✓ Apply a heavy coat of sealcoating to area of repair
- ✓ Scrape, clean coat adhesion of sealer to pavement
- ✓ Stripe to match existing layout
- ✓ Edge in all around parking blocks and non-paved surfaces
- ✓ Caution tape all areas to prevent injury or harm to employees and residents
- ✓ Contractor must comply with West Bloomfield's Coal Tar Ban criteria
- ✓ If second coating is needed, a separate line item of what that cost will be
- ✓ *This service is requested to be done in a 3-day weekend time – during the closing of the township – 5-25-19 through 5-27-19.*
- ✓

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: _____

ATTACHMENT A – INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. 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. **Worker’s Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Worker’s 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 lift of the 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) Board Form General Liability Extensions or equivalent; (3) 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, 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 \$3,000,000 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:** Worker’s Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-renewal, Reduction and/or Material Change shall be sent to: Catherine Ellerson, Purchasing Agent, West Bloomfield Township, P.O. Box 250130, West Bloomfield, MI 48325.
7. **Owners’ and Contractors’ Protective Liability:** The contractor shall procure and maintain during life of this contract, a separate Owners’ and Contractors’ Protective Liability Policy

8. 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. The Charter Township of West Bloomfield shall be “Named Insured” on said coverage. Thirty (30) days notice of cancellation shall apply to this policy.
9. **Proof of Insurance Coverage:** Insurance certificates must be supplied within five (5) business days of contract award and send to: Catherine Ellerson, Purchasing Agent, West Bloomfield Township, P.O. Box 250130, West Bloomfield, MI 48325.
10. If any of the above coverages expire during the term of this contract, the contractor shall delivery renewal certificates and/or policies to the Charter Township of West Bloomfield at least ten (10) days prior to the expiration date.
11. **Cancellation Notice:** Coverage certification shall include an endorsement state 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 Catherine Ellerson.

CONTRACT

This Contract shall be effective as of the date of Township board approval, _____, 2013 and is between the Charter Township of West Bloomfield, whose address is 4550 Walnut Lake Road, P.O. Box 250130, West Bloomfield, Michigan 48325-0130, (“Township”), and _____, whose address is _____ (“Contractor”).

Project. This Contract is for a project to be referred to as Lot Weed Cutting and Right-of-Way Mowing. 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.

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 workmanlike 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.

Time of Work and Liquidated Damages. All permits, insurance and bond requirements shall be satisfied within five (5) days of this Contract, with the work to be commenced, diligently prosecuted and completed within a time specified in a written notice to proceed given by the Township to the Contractor that is consistent with the commencement and completion requirements disclosed in the Township’s Invitation to Bid. These time limits are of the essence of this Contract and failure to meet them shall permit Township to exercise its rights and remedies for default as provided in this Contract and to assess Liquidated Damages in whatever manner and amounts as were disclosed in the Township’s Invitation to Bid, whether work has been commenced.

Liability. Contractor shall be liable for any injury or damage occurring because 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. This obligation includes lawful disposal of all material, with a condition of the Township's payment obligation being Contractor delivering to Township copies of written documents from the licensed landfill or disposal site, confirming the lawful disposal of all such materials, the disposal costs and that those costs have been paid in full by Contractor.

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 which 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 Department Director
Catherine Ellerson, Purchasing Agent

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

By _____
Steven Kaplan
Its: Supervisor

Date: _____

By _____
Debra Binder
Its: Clerk

Date: _____

Contractor:

By _____

Its:

Date: _____

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 to be part of this Contract.

PAYMENT PROCEDURE

Contractor Representative (to submit payment requests):

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

Information required on Invoices or Bills: Service provided and date

Documentation Required to Be Submitted with Invoices or Bills:

INSURANCE REQUIREMENTS

The Insurance Requirements applicable to this Contract are attached.