

GENERAL INFORMATION FOR BIDDERS

Interior Painting at the Charter Township of Shelby Municipal Office

The Charter Township of Shelby (Township) will receive sealed bids that the Township Clerk's Office, 52700 Van Dyke Avenue, Shelby Township, MI 48316 for the painting of the interior upper level employee workspace at the municipal office until **Thursday, January 19, 2017 at 11:00 am.**

Bids will be publicly opened and read at that time.

Bids should be submitted in sealed envelopes plainly marked "Interior Painting – Township Hall".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in this work. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Proposal forms and specifications are on file for the inspection of bidders at the Township Clerk's Office, 52700 Van Dyke Avenue, Shelby Township, MI 48316 Bidders can also go to www.mitn.info to view the bid documents.

The Township Board reserves the right to reject any or all bids and to accept any bid, or portion thereof, which, in their opinion, is most advantageous to the Township.

GENERAL INFORMATION FOR BIDDERS

1) Project Background

The Township is currently undergoing some minor remodeling to update the security of the employee area after hours and improve workflow along the counter space areas in the upper level of the Township Hall. Construction activities will be taking place during the night and on weekends. It is expected that this work will be completed in early February 2017. Once the project is completed, the Township plans to repaint and re-carpet the employee working area. This RFP is for the paint portion of that project.

2) Scope of Work

- a) Job must be coordinated with the current Counter project. Painting must commence within 10 days of the completion of that project or the contract signing, whichever comes last, and must be completed within 14 calendar days.
- b) Provide all labor, materials, equipment, and supervision for the prep and painting of existing interior surfaces.
- c) Work areas may be occupied and require moving and repositioning of office equipment and furniture. Provide all labor, equipment, hand tools, materials, and supervision required to perform all such work associated with the project.
- d) Work shall occur at night and on weekends when the employee space is not being occupied.
- e) Contractor shall protect all surrounding furniture, surfaces, mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and protective coverings for the protection of floors, furnishings and adjacent surfaces. Contractor shall be responsible for providing, and for the placement of, barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Contractor shall be responsible for the security of his or her equipment and materials.
- f) All clean up shall comply with all applicable Federal, State and local laws and regulations. Contractor shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces. Contractor shall, at all times, keep the site free from accumulations of waste materials, debris or rubbish caused by the Contractor's employees at work. Whenever possible, clean up shall be conducted with water or water-based agents. Contractors may not utilize on-site office trash cans.

3) Insurance

- a) The Contractor will maintain or carry insurance in accordance with the provisions identified in the sample contract language (See Appendix A)
- b) The Contractor will provide the Township with a copy of the Certificate of Insurance showing proof of insurance. Certificates containing words that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.
- c) All said insurance shall contain a provision that coverage afforded under the policies will not be cancelled unless and until thirty (30) days prior written notice has been given to the Township.

GENERAL INFORMATION FOR BIDDERS

4) Specifications

a) Materials

i) Ceiling and Duct Work

- (1) Spot prime any bare concrete with latex primer or paint
- (2) Spot prime adhesive residue (brown residue areas) with B-I-N shellac based primer (or approved equal)
- (3) Spray one (1) coat Motor City Paint Co. V8000 hi-build flat white (or approved equal)
- (4) Product must achieve specular gloss of 2-8% at 85 degrees and contain no less than 27% volume solids

ii) Walls, Pillars and soffit

- (1) Apply 2 coats Motor City Paint Co. Ambassador Ceramic Matte (or approved equal)
- (2) Color - MCPOC-22 (or approved equal)
- (3) Product must contain ceramic micro spheres and contain at minimum 37.5% volume solids.

iii) Door Frames (Office #'s 122, 103, and 123)

- (1) Apply two (2) coats Benjamin Moore DTM Alkyd Low Lustre (or approved equal).
- (2) Color to match existing color.

iv) Wood Corner Protectors

- (1) Prime with Zinsser AllPrime Premium Oil-Based Primer (or approved equal)
- (2) Apply two (2) coats Motor City Paint Co. Ambassador Ceramic Matte (or approved equal)
- (3) Color - MCPOC-22 (or approved equal)

v) Metal Frames around Ceiling and Corner Beads

- (1) Prime with Zinsser AllPrime Premium Oil-Based Primer (or approved equal)
- (2) Apply two (2) coats Motor City Paint Co. Ambassador Ceramic Matte (or approved equal)
- (3) Color - MCPOC-22 (or approved equal)

vi) Wood Doors

- (1) Rag on one (1) thin coat of Howard Restor-A-Finish (or approved equal)
- (2) Color – Golden Oak (or approved equal)

b) Examination

- i) The Contractor shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.
- ii) The Contractor shall review product health and safety precautions listed by the manufacturer.
- iii) The Contractor shall be responsible for enforcing on site health and safety requirements associated with the Work.
- iv) Do not begin installation until substrates have been properly prepared.
- v) Ensure that surfaces to receive paint are dry immediately prior to application.
- vi) Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

GENERAL INFORMATION FOR BIDDERS

c) Preparation – General

- i) Clean surfaces thoroughly prior to coating application.
- ii) Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- iii) Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- iv) Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.
- v) Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- vi) Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.
- vii) Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- viii) Protect adjacent surfaces not indicated to receive coatings.
- ix) Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

d) Surface Preparation

- i) Concrete: Concrete and Concrete Masonry: Clean surfaces free of loose particles, sand, efflorescence, laitance, form oil, curing compounds, and other substances which could impair coating performance or appearance.
- ii) Existing Coatings: Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion. If presence of lead in existing coatings is suspected, cease surface preparation and notify Township immediately.
- iii) Gypsum Board: Repair cracks, holes and other surface defects with joint compound to produce surface flush with adjacent surfaces.
- iv) Masonry Surfaces - Restored: Remove loose particles, sand, efflorescence, laitance, cleaning compounds and other substances that could impair coating performance or appearance.
- v) Metals
 - (1) Aluminum, Mill-Finish: Clean and etch surfaces with a phosphoric acid-water solution or water based industrial cleaner. Flush with clean water and allow to dry, before applying primer coat.
 - (2) Ferrous, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
 - (3) Galvanized Steel (not passivated): Clean with a water-based industrial strength cleaner, apply an adhesion promoter followed by a clean water rinse. Alternately, wipe down surfaces using clean, lint-free cloths saturated with xylene or lacquer thinner; followed by wiping the surface dry using clean, lint-free cloths.
 - (4) Stainless Steel: Clean surfaces with pressurized steam, pressurized water, or water-based industrial cleaner.

GENERAL INFORMATION FOR BIDDERS

- vi) Plaster: Repair cracks, holes and other surface defects as required to maintain proper surface adhesion. Apply patching plaster or Joint compound and sand to produce surface flush with adjacent undamaged surface. Allow a full cure prior to coating application as recommended by the patching compound manufacturer's recommendations.
- vii) Polyvinyl Chloride (PVC) Pipe: remove contaminants and markings with denatured alcohol scuff sand and wipe with solvent for maximum adhesion. Test adhesion before starting the job.
- viii) Textiles: - Insulated Coverings, Canvas or Cotton: Clean using high-pressure air and solvent of type recommended for material.
- ix) Wood: Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth. Remove mill marks and ink stamped grade marks. Apply primer coat to back of wood trim and paneling.
- e) Application – General
 - i) Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
 - ii) Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.
 - iii) Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
 - iv) Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).
 - v) Remove dust and other foreign materials from substrate immediately prior to applying each coat.
 - vi) Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
 - vii) Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.
 - viii) Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.
- f) Cleaning
 - i) Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.
 - ii) Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
 - iii) Reconnect equipment adjacent to surfaces indicated to receive coatings.
 - iv) Relocate to original position equipment and fixtures that have been moved to allow application of coatings.

GENERAL INFORMATION FOR BIDDERS

- v) Remove protective materials.
- g) Protection and Repair
 - i) Protect completed coating applications from damage by subsequent construction activities.
 - ii) Repair to Architect's acceptance coatings damaged by subsequent construction activities. Where repairs cannot be made to Architect's acceptance, re-apply finish coating to nearest adjacent change of surface plane, in both horizontal and vertical directions.
- 5) Pre-Bid Meeting

A mandatory pre-bid walk-through will be held on January 10, 2017 at 5 pm. No other walk-throughs or meetings will be provided. All questions should be emailed to shannon@fazalkhan.com no later than Noon on Monday, January 16, 2017.
- 6) Guidelines for RFP Evaluation – The following principals will govern this RFP review, evaluation and selection process:
 - a) Clear, complete and accurate responses to the RFP requirements
 - b) Satisfactory responses to issues and requirements as determined by the Charter Township of Shelby
 - c) Competitive cost solutions and reasonable timeline
 - d) Experience in providing this type of service
 - e) The Charter Township of Shelby will be the final arbiter for determining firm compliance with these principles

7) Deadline Enforced

Proposals delivered after the time and date set for the receipt of proposals shall not be accepted and will be returned unopened. It is the bidder's responsibility to ensure timely delivery of their proposal. Weather, flight delays, carrier errors, and other acts of otherwise excusable neglect are risks allocated to bidders and will not be exempted from deadline requirements. Telephone or facsimile proposals will not be accepted.

8) General Procurement

Firms are cautioned that any statements made by Township staff or advisors that materially change any portion of this document are NOT binding on the Township, and shall not be relied upon unless subsequently ratified by written addendum. All changes shall be in the form of a written addendum. Oral information obtained otherwise will NOT be considered in awarding a contract.

Your proposal or bid is a public document under the Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your proposal or bid.

GENERAL INFORMATION FOR BIDDERS

The Township accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the firm. The Charter Township of Shelby reserves the right to reject any or all offers; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the offers submitted; and to award the contract according to the offer which best serves the interest of the Township, or to not award the contract if the Township determines that it is not in its best interest to do so.

All submittals shall become the property of the Charter Township of Shelby, and shall not be returned to the vendor

9) Submittal Information

Submittal of proposals must be hand delivered or mailed to the Shelby Township Clerk in a sealed envelope marked "RE: PRM – Township Hall Repainting" no later than 11:00 am on Thursday, January 19, 2017.

Submittals **MUST** be on the attached Bid Sheet

Sealed submittals must be submitted to:

Stanley Grot, Clerk
Charter Township of Shelby
52700 Van Dyke Avenue
Shelby Township, MI 48316

Any offer submitted as a result of this Request for Proposals (RFP) shall be binding on the bidder for sixty (60) calendar days following the specified opening date. Any offer for which the vendor specifies a shorter acceptance period may be rejected by the Township.

For further information, please contact the Township Engineer, Shannon Filarecki, P.E., at shannon@fazalkhan.com.

**TOWNSHIP HALL REPAINTING
 BID SHEET**

UNIT PRICES

Area	Units	Unit Price
Ceiling/Duct Work	SQ FT	
Walls/Pillars/Soffit	SQ FT	
Door Trim (Metal)	LF	
Door Trim (Wood)	LF	
Wood Corner Protectors	LF	
Metal Frames (around ceiling/corner beads)	LF	

LUMP SUM PRICES

Ceiling Only _____

Ceiling (including ductwork) _____

Walls/Pillars/Soffits _____

Door Frames (Metal) _____

Door Frames (Wood) _____

Wood Corner Protectors _____

Metal Frames around Ceiling & Corner Beads _____

TOTAL: _____

COMPANY INFORMATION

Business: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Contact #: _____

Email: _____

 Signature of Company's Authorized Representative

 Date

APPENDIX A
SAMPLE CONTRACT LANGUAGE

CONTRACT FOR SERVICES

Date through Date: **XXXX XX, 201X – XXXXXX XX, 201X**

This "Contract" is made between the CHARTER TOWNSHIP OF SHELBY, a Michigan Municipal Corporation, hereinafter called "Township", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

CHARTER TOWNSHIP OF SHELBY Township Rep: Township Rep Name Here 43279 Schoenherr Road Sterling Heights, MI 48313 586-739-8007 (herein, the "Township")	Contractor: Contact: Address: Phone: (herein the "Contractor")
---	--

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. SCOPE OF CONTRACTOR'S SERVICES
- SECTION 2. TOWNSHIP PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES
- SECTION 3. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 4. CONTRACTOR ASSURANCES AND WARRANTIES
- SECTION 5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 6. CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. SCOPE OF CONTRACTOR'S SERVICES

Scope of Work – Attached hereto and made a part hereof As Exhibit "A". **Contractors BID**

§2. TOWNSHIP PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICE

2.1. Except as otherwise expressly provided for in this Contract, the Township's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:

Contractor's Proposal – Attached Hereto and made part of Exhibit "A"

No more than once a month, the Contractor shall submit an invoice to the Township which shall itemize all amounts due and/or owing by the Township under this Contract for services rendered, and payment terms as the date of the invoice. The Township shall make payments pursuant to the provisions of Section 6.18 of this Contract.

2.2. Under no circumstances shall the Township be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.

2.3. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS

- 3.1.** The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
- 3.1.1.** This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
 - 3.1.2.** Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the Township.
 - 3.1.3.** This Contract is signed by an authorized agent of the Township.
- 3.2.** The Township may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3.** The Township's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the Township be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The Township shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4.** Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to the Township, if the Township defaults in any obligation contained herein, and within the ninety (90) notice period the Township has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5.** Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed above. Notice will be deemed given upon the earliest date that one of the following occurs: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 3.5.1.** If notice is sent to the Contractor, it shall be addressed to the address stated on page one of this Contract.
 - 3.5.2.** If notice is sent the Township, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.
 - 3.5.3.** Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 3.6.** Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and an expressly authorized Township Agent.

§4. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 4.1.** Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable federal, state and local laws, statutes, regulations, ordinances, zoning, codes, and professional standards, as well as M.I.O.S.H.A guidelines in effect at the time of the project.

- 4.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the Township herein.
- 4.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The Township shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 4.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the Township including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Contractor Employees.
- 4.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 4.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
- 4.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall indemnify and hold the Township harmless for all Claims against the Township by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all Township requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. The Contractor is expected to maintain high standards of workmanship, representing the best traditions of the trade. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Contractor's relationship to the Township is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the Township and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the Township.

§5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

5.1. Indemnification

- 5.1.1. Contractor shall indemnify and hold the Township harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor

shall indemnify the Township for all claims asserted against the Township and if the insurance company prevails, the Contractor shall indemnify the Township for uncollectable accounts.

- 5.1.3. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Contractor Employee.

5.2. **Contractor Provided Insurance**

- 5.2.1. At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:

1. Contractor agrees to procure and maintain insurance coverage according to the following minimum specifications:

- a. Commercial General Liability - with the following as minimum requirements:

\$1,000,000 – Each Occurrence (Total)

Occurrence Form Policy

Broad Form Property Damage

Premises/Operations

Independent Contractors

Products and Completed Operations

(Blanket) Broad Form Contractual

Personal Injury - Delete Contractual Exclusion

X, C, U Exclusions deleted, as applicable

Additional Insured: The Charter Township of Shelby and Township Agents (as defined in this Contract);

- b. Workers' Compensation - as required by law and \$500,000 Employer's Liability;

- c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law.

2. General Certificates of Insurance:

- a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses

and shall be sent to: **FKA/SHELBY?**

- b. The Charter Township of Shelby, its elected officials, officers and employees shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.

- c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Township. Insurance carriers are subject to the approval of Township.

§6. **CONSTRUCTION, MAINTENANCE, AND REPAIR CONTRACT GENERAL CONDITIONS**

DEFINITIONS: The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 6.1. **"Contractor Employee"** means without limitation, any employees, officers, directors members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of

the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 6.2.** **"Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Township, or for which the Township may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 6.3.** **"Township"** means The Charter Township of Shelby, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "Township Agent" as defined below.
- 6.4.** **"Township Agent"** means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "Township Agent" shall also include any person who was a "Township Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.5.** A **"Contract Administrator"** or **"Township Representative"** is appointed by the Township to act as a liaison between the Township and the Contractor. Any questions or problems the Contractor may have concerning Work under this Contract should be directed to this individual.
- 6.6.** The term **"Subcontractor"** includes only those having a direct contact with the Contractor in the way of labor or materials worked to a special design. One who merely furnishes material to the Contractor is not included in this definition.
- 6.7.** The term **"Calendar Day"** shall mean any day of the week, which shall begin at 12:00.01 a.m. and end at 11:59.59 p.m.. The term **"Working Day"** shall mean any calendar day except Saturday, Sunday, and Township legal holidays.
- 6.8.** **"Written Notice"** shall be considered properly served if delivered in person to the Contractor, or to a member or office of his company; also if delivered at, or sent by registered mail to, the business address of the Contractor listed above.

6.10. NON EXCLUSIVE CONTRACT AND OTHER CONTRACTS

- 6.10.1** No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the Township may freely engage other persons to perform the same work that the Contractor performs. The Contractor shall coordinate his work with theirs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the Township.
- 6.10.2** If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Township any defects in such work that shall render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work.

6.11. MATERIALS AND WORKMANSHIP

- 6.11.1 All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Contract shall be new and of the best grade of their kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.
- 6.11.2 Contractor shall deliver all materials to the project site in their original unopened containers bearing the names of the manufacturer and brand. Materials shall be handled and stored as recommended by the manufacturer to prevent damage.
- 6.11.3 Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 6.11.4 In the event the Contractor shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the Township after giving the Contractor seven, (7) calendar days notice in writing, may perform such duties under the Contract and charge the Contractor or deduct the amount from the Contractor's payment.

6.12 NOTIFICATION

The Contractor must schedule all Work, in advance, with the Township Representative. The Contractor shall give three (3) working days notice before performance of Work under this Contract.

6.13 DAMAGES

- 6.13.1 The Contractor shall be responsible for damage to the Township's premises that may be caused by his work.
- 6.13.2 The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work.
- 6.13.3 Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the Township shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

6.14 CLEANING

- 6.14.1 The Contractor shall at all times keep the Township's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the Township may cause such cleaning to be done by others and the charge the cost of same to the Contractor.
- 6.14.2 Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of Township business.
- 6.14.3 Contractor shall perform clean-ups of his Work area on a daily basis to remove debris from that day's Work.
- 6.14.4 Contractor shall remove all rubbish and debris from Township property and legally dispose of it. No open burning of debris or rubbish shall be permitted.

6.15 PERMITS AND INSPECTIONS

- 6.15.1 The Contractor shall obtain all necessary permits required by laws and regulations give all required notices and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built.
- 6.15.2 The Contractor shall deliver to the Township certificates of inspection where such are required.
- 6.15.3 The Township Representative or Contract Administrator shall have access to the Work under this Contract.

6.16 SAFETY

- 6.16.1 The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89, or the Public Acts of 1963, as amended and the Federal Occupational Safety and Health Act, of 1970. Public law 91-596, 84 Stat. 1590, as amended.
- 6.16.2 The Contractor shall notify the Township Representative of any conflict between the Contract documents and these laws, rules, regulations, and guidelines in writing.
- 6.16.3 The Contractor shall provide for the protection of the public, Township employees, and the Contractor's own workers from work-related hazards. Contractor shall provide, install, and maintain warning signs and barricades necessary for the protection of persons and property affected by construction. Contractor shall also provide notification to the Township representative and personnel directly affected by construction of any potentially dangerous situations.
- 6.16.4 The Contractor will use all due care in the handling and storage of hazardous materials and equipment, including explosives, while performing Work under this Contract. Contractors and their employees involved in these activities are to properly trained and licensed for the task.
- 6.16.5 In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation-affecting safety until the situations is corrected.

6.17 CONTRACTS WITH TOWNSHIP EMPLOYEES

Pursuant to the provisions of Public Act 317 of 1968, as amended (M.C.L. 15.321, et seq.), no contracts shall be entered into between the Township including all agencies and departments thereof, and any employee or officer of the Township. To avoid any real or perceived conflict of interest the Contractor shall identify any relative or relative of the Contractor's employees and subcontractors who are presently employed by the Township.

6.18 PAYMENTS

- 6.18.1 All invoices shall be directed to the attention of the Township Representative for this project for pre-payment approval. The Township shall pay based on satisfactory performance of the Contract during the period invoiced.
- 6.18.2 Complete payment of Contract shall not be made until all Work has been satisfactorily completed and a final cleanup has been performed.
- 6.18.3 Changes in Contract price can come about only with the written permission of the Township. All such changes shall be processed by the Township Representative.

6.18.4 Neither the final payment nor and provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship; and upon written notice, the Contractor shall remove any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one (1) year after date of acceptance and final payment, unless otherwise noted in the contract documents

6.19 DELEGATION/SUBCONTRACT/ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the Township.

6.19.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

6.19.2 Any assignment, delegation, or subcontract by Contractor and approved by the Township, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.

6.19.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the Township for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.

6.19.4 Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

6.19.5 This Contract cannot be sold.

6.19.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the Township may declare this Contract null and void.

6.20 NO IMPLIED WAIVER

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

6.21 SEVERABILITY

If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the Township harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.

6.22 CAPTIONS

The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

6.23 PRECEDENCE OF DOCUMENTS

In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

6.32.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.

6.24 GOVERNING LAWS/CONSENT TO JURISDICTION AND VENUE

This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan, the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

6.25 ENTIRE CONTRACT

This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the Township, and by doing so legally obligates and binds Contractor and the Township to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____

DATE: _____

FOR THE TOWNSHIP:

BY: _____
Name, Township Supervisor
The Charter Township of Shelby

DATE: _____

BY: _____
Name, Township Clerk
The Charter Township of Shelby

DATE: _____