



**NOTICE - CHARTER TOWNSHIP OF NORTHVILLE
INVITATION TO BID**

NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT

The Charter Township of Northville will receive sealed bids for **NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT** according to the specifications of the Charter Township of Northville.

A mandatory pre-bid meeting will be held Monday, August 1, 2016 promptly at 10:00 A.M. at the Northville Township Police Headquarters, 41600 Six Mile Road, Northville, MI 48168.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Standard Time, **Friday, August 12, 2016** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

**CHARTER TOWNSHIP OF NORTHVILLE
TOWNSHIP CLERK'S OFFICE
44405 Six Mile Road
Northville, MI 48168**

All bids must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

"NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT"

AND MUST BEAR THE NAME OF THE BIDDER.

The Township reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Charter Township of Northville.

Thomas Casari
Director of Public Services



CHARTER TOWNSHIP OF NORTHVILLE

NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT

INSTRUCTIONS TO BIDDERS

This bid is issued by the Department of Public Services of the Charter Township of Northville.

IMPORTANT DATES

Bid Issue Date	July 25, 2016
Last Date for Questions	Friday, August 5, 2016 by 12:00 pm Please submit all questions via email to: Sheila Weber, Project Coordinator sweber@twp.northville.mi.us
Response Due Date	Friday, August 12, 2016 by 10:00 am

MANDATORY PRE-BID MEETING

The mandatory pre-bid meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the contractor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

BID SUBMITTALS

An **ORIGINAL and Five (5) copies** of each bid must be submitted. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

Submitted bids shall include the following sections:

- Cover sheet titled:
NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT
Company Name
Address
- Base bid on the provided Bid Form and Schedule of Values.
- Schedule of Construction indicating material lead durations and installation duration for each activity.

- Statement that the firm will comply with the provisions of the Davis Bacon/Prevailing Wage, & all applicable U.S. Department of Justice Equitable Sharing for State and Local Law Enforcement Agencies
- 5% bid bond.
- Qualifications as described in "Request for Qualifications".

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CHARTER TOWNSHIP OF NORTHVILLE MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the Township may decide to include, will be made as an addendum. Any addendum issued by the Township shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

INSURANCE

A current certificate of insurance meeting the requirements in Attachment A is to be provided to the Township by the successful bidder prior to commencement of work and remain in force during the entire contract period. The certificate of insurance shall meet the requirements in Attachment A and shall also name AKT Peerless, as an additional insured.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation; will be most advantageous to the Charter Township of Northville. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The Township reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Charter Township of Northville.

Contract may be awarded at the sole discretion of the Charter Township of Northville. Work scope may be separated or awarded to multiple contractors or one contractor, or in any manner deemed by the Charter Township of Northville, to be in the best interest of the Charter Township of Northville.

EXCEPTIONS

The Township will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the Township reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

FREIGHT CHARGES

All bid pricing is to be quoted as F. O. B. destination.

TAX EXEMPTION

It is understood that the Charter Township of Northville is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The Township will furnish the successful bidder with tax exemption certificates when requested. The Township's tax-exempt number is 38-6006917.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The Township is not tax exempt in this case and cannot issue an exemption certificate.

CONTRACT TERMINATION

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 days (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.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the Charter Township of Northville. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Charter Township of Northville for such acts or omissions.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The Charter Township of Northville is not liable for any costs incurred by bidders prior to issuance of a contract.

MATERIAL SAFETY DATA SHEETS (MSDS)

All Charter Township of Northville purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

BID BOND

A Bid must be accompanied by Bid security made payable to OWNER (Charter Township of Northville) in an amount of 5% of Bidder's maximum Bid price. The required security must be in the form of a certified or bank cashier's check made payable to the Charter Township of Northville or a Bid bond by a surety licensed to conduct business in the State of Michigan and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who execute the Bid Security or Bid Bond on behalf of the Surety shall affix to the bond a certified copy of the power of attorney. The Bid security of the successful Bidder will be retained until the Agreement has been executed and the successful bidder has furnished the required Contract security, whereupon Bid Security will be returned. If Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten days of receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid Security of any bidder whom owner believes to have a reasonable chance of receiving the Award may be retained by the OWNER

until the earlier of the seven (7) days after the effective date of the Agreement or 90 days after the bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid Award.

PERFORMANCE AND MAINTENANCE AND GUARANTEE BONDS

Performance, Payment, and Maintenance and Guarantee Bonds shall be provided by the successful bidder within 15 days of award of contract. Samples of bonds with **required** language are a part of this bid package.

PERFORMANCE BOND

The successful bidder will be required to enter into a contract with the Charter Township of Northville. A performance bond equal to one hundred percent (100%) of the contract sum shall be required.

MAINTENANCE AND GUARANTEE BOND

The successful bidder shall be required to furnish a Maintenance and Guarantee Bond, equal to 100% of the **final** contract sum, for a period of (1) year from the date of Township Board of Trustee acceptance of Final Payment and balancing Change Order, to keep in good order and repair any defect in all the work done under this contract, either by the principal or his subcontractors.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.

DAVIS BACON ACT/PREVAILING WAGE

Contractor agrees to comply with the requirements of the Davis-Bacon Act as it applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. All laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act).

Equitable Sharing for State and Local Law Enforcement Agencies

Northville Township Police Department (NTPD) has received approval from the Department of Justice (DOJ), to use DOJ equitable sharing funds to modify and improve its Police facility.

The Guide to Equitable Sharing for State and Local Law Enforcement Agencies (July 2014), Section V.B.1.c allows for the construction, renovation, and improvement of law enforcement facilities for use by law enforcement personnel.

The provisions of this guidance apply to all recipients, sub-recipients and contractors working on projects using federal equitable sharing fund.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits

of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-consultant employed in the performance of this contract.

PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship or instruction as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations – lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.



**CHARTER TOWNSHIP OF NORTHVILLE
NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT**

SPECIFICATIONS

The Township hereby solicits bids to upgrade the air delivery systems at the Civic Center from constant air volume operation to variable air volume operation, including the installation of CO2 sensors and occupancy sensors. Please reference the available drawings for complete details and specifications.

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the Charter Township of Northville will be waived by the Township for work on Township buildings. Upon completion, all work will be subject to the State Laws and Township Ordinance Codes.

CLEAN UP

The contractor shall keep the work area and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Township's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.



CHARTER TOWNSHIP OF NORTHVILLE GENERAL CONDITIONS

SUBMISSION OF BID

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of bid. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the specified location, on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The Charter Township of Northville shall not be held responsible for lost or misdirected bids.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

A bid may be withdrawn by giving written notice to the Project Coordinator before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Township of Northville upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the Township.

USE OF THE TOWNSHIP LOGO IN YOUR BID IS PROHIBITED.

DISCLOSURE

All documents, specifications, and correspondence submitted to the Charter Township of Northville become the property of the Charter Township of Northville and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and

attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the Charter Township of Northville.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIBILITIES OF THE AWARDED CONTRACTOR

- A. Provide certificates of insurance, per attachment "A", prior to award.
- B. Provide financial statements for review by the Charter Township of Northville, prior to award.
- C. Provide all required submittals and closeout information for the project including, but not limited to, grant compliance, commissioning, general product and equipment approval, and available sources of funding such as utility incentive programs.
- D. Provide all design drawings, sealed or stamped by an engineer, for permit as required by the Charter Township of Northville.
- E. All colors and finishes shall be selected by Owner. Submit samples of proposed materials for approval.
- F. For change orders, Contractor shall furnish supporting information as required by Owner, including cost breakdown, invoices, load tickets, etc.
- G. Materials and equipment shall be new, of good quality, as specified or approved by Owner; and installed in accordance with the manufacturer's requirements, applicable building codes and good construction standards.
- H. The General Contractor and Subcontractors shall guarantee all of the work to be free from defects in workmanship and materials for the period of a manufacturer's warranty, but not less than (1) year from date of Substantial Completion.
- I. Verify all conditions in field. Notify the Construction Manager of discrepancies before proceeding with construction.
- J. Notify owner at least 48 hours in advance of any temporary disruption of electrical, water, telephone, gas or other services.
- K. Construction Site Safety is the responsibility of the Contractor. Provide a copy of your safety program.
- L. Comply with all Federal requirements.



**CHARTER TOWNSHIP OF NORTHVILLE
REQUEST FOR QUALIFICATIONS**

NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT

COMPANY INFORMATION

Name of Firm _____

Address _____

Address (local facility) _____

Distance of facility from the Northville Police Station _____

Township, State, Zip _____

Telephone _____ Fax _____

Mobile _____

Agent's Name (please print) _____

Agent's Title _____

Email address _____

Website _____

COMPANY BACKGROUND

Organizational structure (Corp, Partnership, etc): _____

Firm Established: _____

How many full time employees? _____ Part time? _____

Provide a letter from your bonding capacities.

Are you able to provide insurance as required by this bid? _____

Are you able to provide bonds with the required language? _____

List the scope of services (type of work) you are able to perform.

List any professional licenses/certifications you/your employees have obtained that relate to this bid.

Provide a list of all technicians and other professional staff to be assigned to this project.

Provide a list of equipment, tools, and other resources available to your firm to perform this contract.

Provide a list of all open contracts your company currently holds. Include contract name, organization, type, size, required date of completion, percentage of completion, and value of contract.

REFERENCES

Provide at least four (4) current references that are comparable in scope to this bid. Several references to municipalities would be desirable. Include contact name and information.

Company _____
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

Provide any additional information you would like to include which may not be included in the information above. You may attach additional sheets if necessary.

THE INFORMATION INCLUDED IN "REQUEST FOR QUALIFICATIONS" IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Representative's Name (please print): _____

Date: _____



CHARTER TOWNSHIP OF NORTHVILLE INSURANCE REQUIREMENTS

ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the Township.**

The language in the Cancellation section should read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. All policies shall name the Charter Township of Northville, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Charter Township of Northville, Department of Public Services, 44405 Six Mile Road, Northville, Michigan 48168-9670 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the Township render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the Township.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The Township has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the Township against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the Township may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the Charter Township of Northville, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the Township of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the Township harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

REQUIRED BOND LANGUAGE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
as Principal, hereinafter called the CONTRACTOR, and _____
_____ as Surety, hereinafter called Surety, and held and firmly bound unto

CHARTER TOWNSHIP OF NORTHVILLE, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of _____ Dollars (\$ _____)
for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has been awarded a Contract by the OWNER for the construction of
NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT

in accordance with Plans and Specifications prepared by *AKT Peerless*, which award was conditioned on the CONTRACTOR providing this Performance Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall by reference automatically be made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, in accordance with the terms and conditions of the Contract, then the CONTRACTOR and SURETY shall have no further obligation under this bond; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. The SURETY hereby waives notice of any alteration or extension of time under the Contract made by the OWNER.
2. SURETY'S obligation under this Performance Bond shall arise after the OWNER has declared a Contractor Default as defined below, formally terminated the Contract or the CONTRACTOR'S right to complete the Contract, and notified the SURETY of the OWNER'S claim under this Performance Bond.
3. When the OWNER has satisfied the conditions of Paragraph 2 above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more of the following actions:
 - a. Arrange for the CONTRACTOR to perform and complete the Contract; provided, however, that the SURETY may not proceed with this option, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or

REQUIRED BOND LANGUAGE

b. Perform and complete the Contract itself, through qualified contractors who are acceptable to the OWNER, through a contract between the SURETY and qualified contractors, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or

c. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.

4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the Contractor Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.

5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by contractors of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).

6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

REQUIRED BOND LANGUAGE

a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.

b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the Contractor's Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;

c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and

d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the Contractor Default.

7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.

8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.

9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.

11. Definitions

a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the Contractor Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.

REQUIRED BOND LANGUAGE

b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.

c. Contractor Default: "Contractor Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to sure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "Contractor Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.

Signed and Sealed This _____ day of _____, 20_____

In the Presence of: *(fill-in name of contractor)*

WITNESS

Principal

Title

WITNESS

Surety

Title

Address of Surety

Bond No.

City Zip Code

REQUIRED BOND LANGUAGE

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
hereinafter called the "Principal", and _____

hereinafter called the "Surety," are held and firmly bound unto

CHARTER TOWNSHIP OF NORTHVILLE, MICHIGAN

Hereinafter called the "Owner," as Obligee, for the just and full sum of _____
_____ Dollars (\$ _____)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the Owner dated the _____ day of _____, for the construction of

NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT

AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a one (1) year Maintenance Bond from the date of formal acceptance by the Township Board to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by Owner through resolution of the Township Board, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.

If the Principal does not correct defects reported in writing by the Owner to the Principal and Surety by repair or replacement as directed by the Owner within the time required, which shall not be less than seven (7) days from service of the notice, the Owner shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-

REQUIRED BOND LANGUAGE

five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the Owner immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the Owner may perform as provided in this Bond may be by Owner employees, agents, or independent contractors. The Owner shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when Owner employees are utilized to be based on the hourly cost to the Owner of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the Owner, its agents and other working on the Owner's behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this _____ day of _____, 20__.

In the Presence of:

WITNESS

(fill-in name of construction contractor)

Principal

Title

Surety

Title

Address of Surety

Bond No.

City Zip Code



**CHARTER TOWNSHIP OF NORTHVILLE
BID FORM AND SCHEDULE OF VALUES
NORTHVILLE TOWNSHIP POLICE STATION RENOVATION PROJECT**

Having carefully examined the Specifications, Drawings, Addenda, and Building Site for the above project, the Undersigned Bidder proposes to provide labor and material to perform the complete scope of work. Complete the Bid Form and Schedule of Values Form below. The Schedule of Values Form will be provided as an Addenda and at the Mandatory Pre-Bid Meeting on Monday, August 1, 2016. Note: Northville Township reserves the right to award the project on the Base Bid only pricing, or any combination of Base Bid and Add Alternate pricing.

Base Bid #1: All Site and Resurfacing Work _____
Dollars \$ _____

Add Alternate #1: New Carports #4 & #5 and New Carport #5 Gutter Systems _____
Dollars \$ _____

Add Alternate #2: New Carport #4 and #5 Lighting and Power _____
Dollars \$ _____

Add Alternate #3: Existing Carports Repair, Repainting and Gutter Systems _____
Dollars \$ _____

Add Alternate #4: Existing Carport #1, #2 and #3 Lighting and Power _____
Dollars \$ _____

Add Alternate #5: Sign Package _____
Dollars \$ _____

Add Alternate #6: Site Lighting Replacement _____
Dollars \$ _____

Add Alternate #7: Garage Floor Replacement (including drains and finishing) _____
Dollars \$ _____

Add Alternate #8: Garage Approach and Apron Replacement _____
Dollars \$ _____

Voluntary Alternates (use separate sheet if necessary):

Description	ADD	DEDUCT
1. _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____

We acknowledge receipt of the following Addenda:

No. _____, dated _____ No. _____, dated _____
No. _____, dated _____ No. _____, dated _____

Exceptions to specifications (all exceptions must be indicated here):

PLEASE TYPE:

Company Name: _____

Address: _____

Agent's Name: _____

Agent's Title: _____

Agent's Signature: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____