



REQUEST FOR PROPOSAL

MAINTENANCE OF VIENNA TOWNSHIP SANITARY SEWER COLLECTION SYSTEM AND PUMP STATIONS

Issue date:

Monday, November 25, 2019

RFP due date and time:

Tuesday, December 17, 2019 at 11:00 a.m.

Contact Information:

Cynthia J. Bryan, Clerk
Charter Township of Vienna
3400 W. Vienna Road
Clio, MI 48420
Email: cbryan@viennatwp.com

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SECTION 1. INTRODUCTION

The Charter Township of Vienna, also referred to in this document as Vienna Township, is located in Mid-Michigan off I-75 about halfway between Flint and Saginaw. The Township offers the finest in country lifestyle living from safe, quiet housing to shopping to schools to entertainment, Vienna Township has it all.

SECTION 2. SCOPE OF WORK

INTRODUCTION

The Charter Township of Vienna is soliciting proposals from qualified Companies for the Maintenance of the Charter Township of Vienna's Sanitary Sewer Collection System and Pump Stations. The Contract will commence on January 1, 2020 for a one (1) year period with the option to renew for four (4) additional one (1) year periods upon mutual agreement of the parties.

Vienna Township makes no representations, warranties or agreements with respect to this RFP. In addition, Vienna Township makes no commitment to purchase any products or services or take any other action, including but not limited to, awarding a contract to the individual/firm submitting the most qualified responsive responsible proposal. Vienna Township reserves the right to amend or cancel this RFP at any time for any or no reason. All amendments to this RFP shall be in writing.

Interested parties are encouraged to submit complete proposals, including proposed cost for the Maintenance of the Sanitary Sewer System and Pump Stations in a separate sealed envelope, no later than 11:00 am on Tuesday, December 17, 2019, to:

Cynthia J. Bryan, Clerk
Charter Township of Vienna
3400 W. Vienna Road
Clio, Michigan 48420

Finalists may be invited to review their proposals in a meeting with Representatives of Vienna Township and possibly the full Township Board.

PROJECT OBJECTIVE

The objective and ultimate goal for this Contract is to hire one qualified company that will maintain the sewer collection system, inclusive of all sewer lines, pump stations and any other issues that are attached to the sewer system. Refer to the additional requirements of insurance, licensing, equipment required and qualifications of hiring any subcontractors.

OVERALL SCOPE OF SERVICE

The successful Contractor shall operate, repair and maintain the Townships sanitary sewer collection system, including pumping stations, lift stations, manholes, sewer mains, and all other items related to the maintenance of the sewer collection system using qualified personnel and equipment necessary to maintain the system in good working order. All services performed by the Contractor shall be able to be handled in house and in strict compliance with applicable Township, County, State and Federal Laws and Regulations.

SCHEDULE TIMELINE

The following schedule of maintenance and preventative maintenance has been established to ensure that our project objective is achieved; however, the following timeline shall be subject to change when deemed necessary by Vienna Township or the Contractor with supporting documentation:

1. Yearly inspections of all Township manholes on the system for structural integrity and infiltration.
2. Yearly, one-fifth (1/5) of the sewer collection system in the Township shall be televised and cleaned.

ADDITIONAL CONTRACT REQUIREMENTS

The following requirements, at a minimum, shall be a part of this contract and included in your proposal response:

LATERAL SEWERS

1. Jetting the entire system – 1/5 of the sewer lines per year
2. Televising
3. Manhole inspections and repairs
4. Sanitary sewer repairs and root control
5. Responding to customer concerns and complaints – include your Companies response time in your proposal submission
6. Responding to after hour emergencies – include your Companies response time and hourly rate for afterhours work in your proposal submission
7. Miss Dig staking requests in the absence of the Township Building Official

PUMPING STATIONS

1. Bi-Monthly inspections of all stations
2. Written reports, as requested or needed, to the Township regarding the health of the system
3. As needed maintenance, preventative maintenance and troubleshooting of the pumping stations

4. Maintaining the grounds and facilities relating to the sanitary collection system
5. Responding to customer concerns and complaints – include your Companies response time in your proposal submission
6. Responding to after hour emergencies – include your Companies response time and hourly rate for after hours work in your proposal submission

MISCELLANEOUS REQUIREMENTS

1. All employees shall be Confined Space safety trained
2. All emergency call outs shall be handled “In House”, no Sub Contractors
3. Sewer Jett Vactor truck availability 24/7
4. 100KW portable generator with GCWWS spec cords and plugs available 24/7
5. CCTV work performed in house with a viewable flash drive provided to the Township upon request
6. Working knowledge in the operation and maintenance of Vienna Township’s Flight Pumps and control panels
7. Experience and knowledge of EGLE discharge requirements

INSURANCE AND BONDING REQUIREMENTS

- The Contractor is required to provide after contract award and prior to start of project, a Performance Bond in an amount equal to 100% of the contract amount. The bond shall be by a bona fide company authorized to do business in the State of Michigan. Bond requirement shall be increased consistent with any contract amount increase.
- The Contractor is required to provide after contract award and prior to start of project a certificate of insurance in the following amounts:
 - a) Worker’s Compensation – Statutory limits of Michigan
 - b) Employer’s Liability - \$100,000 accident/disease \$500,000 policy limit, disease
 - c) General Liability – Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
 - d) Professional liability - \$1,000,000 per occurrence with \$2,000,000 aggregate including errors and omissions \$200,000/occurrence
 - e) Products/Completed Operations - \$1,000,000 per occurrence with \$2,000,000 aggregate (if applicable)
 - f) Automobile Liability - \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
 - g) The Charter Township of Vienna shall be named as an additional insured on other than Worker’s Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of

blanket Additional Insured language in the policy must be included with the certificate.

h) The certificate must state the bid title

SUBCONTRACTED WORK

Proposers should note that any and all work intended to be subcontracted for any portion of this project and submitted as part of the proposal must be accompanied by background materials and references for proposed subcontractor(s).

ADDITIONAL INFORMATION

The following information is not a requirement of this RFP, but, are considered value added services and will serve in the evaluation of the proposal submissions:

1. Do you have ownership of the necessary equipment and support equipment to perform any and all excavations required to maintain the Townships sanitary sewer in a workable manner?
2. Do you have an on staff Certified Master Electrician?
3. Do you have an on staff Certified Master Plumber?
4. Do you have staff that are MACP and/or PACP certified?

PROPOSAL SUBMISSION

All responses to this RFP must be received in a sealed envelope and clearly marked "VIENNA TOWNSHIP MAINTENANCE OF SANITARY SEWER AND PUMP STATIONS PROPOSAL" by 11:00 am, on Tuesday, December 17, 2019 to be eligible for consideration. Proposals shall be submitted to:

Vienna Township
ATTN: Cynthia J. Bryan
3400 W. Vienna Road
Clio, Michigan 48420

Please submit one (1) Original and three (3) copies of the RFP response and one (1) PDF version on DVD, CD or thumb drive.

REVISIONS TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the Township website www.viennatwp.com , it will be the Proposers responsibility to

check the website for any addendum posted and indicate on the outside of the sealed envelope that the addendum and number of addendum was received.

LIMITATIONS OF LIABILITY

The Charter Township of Vienna assumes no responsibility or liability for costs incurred by Proposers in responding to this RFP or in responding to any further request for interviews, additional data, etc.

PROPOSAL PREPARATION

In order to facilitate evaluation of the proposals, interested parties are instructed to be concise and to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals. Additional detailed information of your Company's ability to perform this contract may be included for consideration by Vienna Township in your proposal submission.

FORMAT FOR PROPOSALS

Proposers are requested to be concise and proposals should include, in order, the following:

1. Letter of Interest including Proposer's name, address, contact information, Company size and types of services offered and how you heard about this RFP
2. Summary of the proposed project and your understanding of the services to be performed
3. Brief organizational profile, including background and experience of the firm
4. Previous project summaries, including reference contact information, for a minimum of three (3) projects which are similar in scope and nature to the project described herein, and which demonstrate the firm's ability to complete the project as described. (The Township reserves the right to contact any references provided herein or otherwise obtained);
5. Proposed Operation Plan and potential Project Schedule including an explanation/discussion of technical approaches and a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services. The Operation Plan should include a general schedule and description for all services.
6. Overview of project management including:
 - Key staff to be assigned, including name(s) and qualification(s) of the firm's project manager(s) to be assigned to coordinate and manage the project and name(s) and qualification(s) of all other project personnel proposed to be assigned to the project;
 - Summary of key project personnel's shared project experience;
7. Cost information along with an itemization of any additional costs not included in the proposal for which the Township may be billed. Cost information must be sealed in a separate envelope;

8. Any such additional information that the Contractor believes will be useful to the Township's review of the proposal.

SIGNATURE / CERTIFICATION

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

RIGHT TO REJECT PROPOSALS AND WAIVE REQUIREMENTS

The Charter Township of Vienna reserves the right to:

- 1) Retain all copies of the Proposals submitted
- 2) Evaluate submitted Proposals according to criteria that yield the most qualified and capable Contractor for the contracted work in the sole discretion of Vienna Township
- 3) Reject any/all firms or proposals and
- 4) Waive, or otherwise modify, any of the requirements detailed in this document.

PROPOSAL EVALUATION AND SELECTION

Vienna Township will evaluate each proposal based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in the order of, the following:

- A. The proposer's responsiveness to the RFP (format, capabilities, work program, approach, clarity, ability to meet proposed schedule, etc.)
- B. Apparent specialized experience and technical competence of the Company and its personnel in the required scope of services
- C. The qualifications and experience of personnel committed to the project
- D. Cost

Submissions will be evaluated against the Township's interest and needs; and a "short list" of qualified Proposers may be invited for an interview with Representatives from Vienna Township. Vienna Township reserves the right to request additional clarifying information from any Proposer, to the extent that it is needed to aid in the final selection.

VIENNA TOWNSHIP CONTACTS

Any contractual issues that arise during the performance of this contract shall be directed to either Michael Mantei, Building Official or Joseph A. Rizk, Township Supervisor at (810) 686-7580 or by email at mmantei@viennatwp.com or jrizk@viennatwp.com

MINIMUM REQUIREMENTS FOR PRICING

Proposer shall provide a firm fixed price for the performance of this contract as detailed in the Scope of Work. Price shall include all costs associated with this project as outlined in this document. All transportation and daily expenses are the responsibility of the Proposer and shall not be included in the price of this contract or be eligible for reimbursement by Vienna Township. Cost information for afterhours work shall be included along with an itemization of any additional costs not included in the proposal for which the Township may be billed. Cost information must be sealed in a separate envelope.

Prices quoted shall be a firm fixed price from date of contract. Any contract or price revisions shall be based on industry price changes and supported by adequate detail to document same. Any cost revisions shall not be allowed or implemented without prior consent of Vienna Township.

SECTION 3. PROPOSAL SUBMISSION

SUBMISSION OF PROPOSALS

Sealed proposals must be received by the Charter Township of Vienna, 3400 W. Vienna Rd., Clio, Michigan 48420 on or before 11:00 A.M., Tuesday, December 17, 2019. Proposals submitted by facsimile or email will not be accepted. Sealed envelopes containing the proposal response, including the cost proposal in a separate sealed envelope, must be labeled with the proposal name, due date and your firm's name. **Submit one (1) original and three (3) additional copies of the proposal, and one Adobe PDF or Word electronic version of your proposal on CD, DVD or USB Flash Drive.** The original proposal must be marked "**ORIGINAL**". Any electronic altering of this proposal document shall be grounds for rejection of your proposal submission. All proposals become the property of Vienna Township. Vienna Township will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal. Proposals received in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. **Late proposals shall not be considered.**

Vienna Township reserves the right to waive any informality in the Request for Proposal; to reject any or all proposals; and to make any award which it considers to be in the best interest of the Township. Vienna Township reserves the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

No proposal may be withdrawn for a period of ninety (90) days after submission. Any questions or request for clarification regarding this Request for Proposal must be presented by Monday, December 9, 2019 and addressed to:

Cynthia J. Bryan, Clerk

E-mail: cbryan@viennatwp.com

Vienna Township will consider no telephone inquiries regarding the RFP, and will consider no in-person inquiries. In the event that a firm attempts to contact any official, employee or representative of Vienna Township in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

EQUAL EMPLOYMENT OPPORTUNITY

“Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.”

DISADVANTAGED BUSINESS ENTERPRISES

Vienna Township hereby notifies all Proposers that it will affirmatively insure in regard to any contract entered into pursuant to this Request For Proposal, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

To enable consistent proposal evaluation, the following Proposal Contents/Format has been developed. **FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.**

Proposers are requested to be concise and proposals should include, in order, the following:

1. Letter of Interest including Proposer's name, address, contact information, Company size and types of services offered and how you heard about this RFP
2. Summary of the proposed project and your understanding of the services to be performed
3. Brief organizational profile, including background and experience of the firm
4. Previous project summaries, including reference contact information, for a minimum of three (3) projects which are similar in scope and nature to the project described herein, and which demonstrate the firm's ability to complete the project as described.

(The Township reserves the right to contact any references provided herein or otherwise obtained);

5. Proposed Operation Plan and potential Project Schedule including an explanation/discussion of technical approaches and a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services. The Operation Plan should include a general schedule and description for all deliverables.

6. Overview of project management including:

- Key staff to be assigned, including name(s) and qualification(s) of the firm's project manager(s) to be assigned to coordinate and manage the project and name(s) and qualification(s) of all other project personnel proposed to be assigned to the project;
- Summary of key project personnel's shared project experience;

7. Cost information along with an itemization of any additional costs not included in the proposal for which the Township may be billed. Cost information must be sealed in a separate envelope;

8. Any such additional information that the Contractor believes will be useful to the Township's review of the proposal.

XIII. SIGNATURE / CERTIFICATION

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

SECTION 5. SELECTION CRITERIA

Vienna Township will evaluate each proposal for the purpose of selecting the most qualified proposal for the services required based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in the order of, the following:

1. The proposal's responsiveness to the RFP (format, capabilities, work program, approach, clarity, ability to meet proposed schedule, etc.)
2. Apparent specialized experience and technical competence of the Company and its personnel in the required scope of services
3. The qualifications and experience of personnel committed to the project
4. Cost

The most qualified proposal, as deemed by the representatives of Vienna Township evaluating the proposals will be presented and recommended to the Township Board for approval. Submissions will be evaluated against the Township's interest and needs; and a "short list" of Contractors may be invited for an interview with the Township

Board. Vienna Township reserves the right to request additional clarifying information from any Contractor, to the extent that it is needed to aid in the final selection.

SECTION 6. GENERAL PROPOSAL CONDITIONS

NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, all Proposers are hereby specifically advised that this RFP is a form solicitation for proposals only, and is not intended and is not to be construed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule or regulation.

METHOD OF RESPONSE

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

ACCEPTANCE OF TERMS AND CONDITIONS

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposals may become part of any subsequent Agreement between the selected Contractor and Vienna Township.

FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be Vienna Township's responsibility and its judgment shall be final.

CLEAR AND CONCISE SUBMISSION

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all required information, including but not limited to information, if requested, relating to capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 2 and outlined in Section 4 and otherwise required in this RFP. **Each proposal shall be signed in ink by a duly authorized officer of the company.**

SECTION 7. INFORMATION FOR THE CONTRACTOR

CONTRACT DOCUMENTS

The "Request for Proposal", the "Proposers Submission", the "Contract", the "General Terms and Conditions", and the "Scope of Work", are the contract documents that will form the Contract. Proposers should examine each of the contract documents.

DATE AND PLACE FOR DELIVERING PROPOSALS

Pursuant to the "Request for Proposal" sealed proposals will be received by the Charter Township of Vienna, 3400 W. Vienna on or before 11:00 a.m. Tuesday, December 17, 2019. The awarding of the Contract, if awarded, will be made by Vienna Township as soon thereafter as practicable.

PRINTED FORM FOR PROPOSALS

All proposals must give the price as a firm fixed total price for the performance of this contract excluding transportation and daily expenses and must be signed and acknowledged by the party, in accordance with the directions in the proposals.

OMISSIONS AND DISCREPANCIES

Should a proposer find discrepancies in, or omissions from the Specifications of Contract documents, or should he be in doubt as to their meaning, he should at once notify the Township Supervisor or Township Clerk who may send a written instruction to all proposers.

ACCEPTANCE OR REJECTION OF PROPOSALS

The Charter Township of Vienna reserves the right to reject any or all proposals without limiting the generality of the foregoing. Any proposal which is incomplete, obscure or irregular may be rejected and one or more items in the price schedule may be rejected. Any proposal in which prices are omitted, or in which prices are obviously unbalanced, may be rejected.

ACCEPTANCE OF PROPOSALS AND THE EFFECT

Within ninety (90) days after the opening of the proposals, Vienna Township will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Township, and no other act of the Township shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful proposer to receive the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Township Supervisor.

TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Any proposer whose submission shall be accepted will be required to appear at the office of Vienna Township in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within seven (7) days after notice that the Contract has been awarded. Failure to do so

shall constitute a breach of the agreement effected by the acceptance of the proposal.

PRIME CONTRACTOR RESPONSIBILITIES

The selected proposer will be required to assume responsibility for all requested deliverables as indicated in Section 2.0 regardless of who produces them.

Further, Vienna Township will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

CHARTER TOWNSHIP OF VIENNA

CONTRACT AGREEMENT

This Agreement made this 2nd day of January, 2019, between the **Charter Township of Vienna**, herein called the “Township” and/or “Buyer” and herein called the “Contractor” and/or “Seller”.

In consideration of the mutual promises and agreements hereinafter set forth, the parties agree to undertake, carry out and perform this Contract in accordance with the terms and conditions as set forth herein, and as follows:

1. The Contract Documents:

The Contract Documents consist of this Agreement, the “Information for the Contractor”, the “Request for Proposal”, the “Proposer’s Submission dated ”, the “General Terms and Conditions”, and the “Scope of Work”. These form the Contract and all are fully a part of the Contract as if attached to this Agreement or reported herein.

2. The Performance:

The Contractor shall furnish pursuant to the terms and conditions of this Contract labor and material listed in the attached specifications.

3. Time of Commencement and Completion:

The Contractor shall perform under this Contract from the date hereof until , or a later date if extended by mutual consent of the parties.

4. Independent Contractor:

The Contractor is employed by the Township as an independent Contractor and has and retains the right to exercise full control and supervision of the services including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to indemnify, defend and save harmless the Township, its agents, officers and members of the Board of the Charter Township of Vienna against any and all loss, damage or expense which the Township may suffer by reason of liability imposed by law upon the Township or Contractor for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property are due to the fault of the Contractor, its sub-contractors or their employees, agents or any other person under the direct or indirect Contract of the Contractor.

5. Contractor’s Financial Responsibilities:

Any costs due to the fault of the Contractor, sub-contractor, or anyone directly employed by them either for making good of defective work, disposal of material wrongly supplied, making good of damage to property, or excess costs from material

or labor, or otherwise shall be borne by the Contractor, and the Township may withhold money due the Contractor to cover any such costs.

6. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or delegate its performance of duties except on prior written approval of the Township, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance of this Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement.

7. Payments:

The Township shall pay the Contractor for the performance of work in current funds per prices stated in the "Proposer's Submission" as follows: upon completion and acceptance by the Charter Township of Vienna. The Contractor shall invoice each item and all invoices for the calendar month shall be payable by the fifteenth day of the following month.

No payment will be made to the Contractor for material not delivered upon the Township premises, unless otherwise agreed to in writing by the Township.

Neither payment made under the Contract or used by the Township of the labor and material provided shall be evidence of performance of the Contract, either in whole or in part, nor shall such payment, final or otherwise, be construed to relieve the Contractor from its obligation to make good any defects arising or discovered in its performance within the period of its guarantee, nor shall the Township be deemed to waive any specific obligation the Contractor may assume as to its performance.

8. Testing:

At any time if it is determined by an independent testing firm analysis that equipment delivered and installed is substandard, the Township reserves the right to discontinue shipments and shall not be obligated to pay for such substandard shipment already delivered. The Contractor agrees to pay all costs incurred by the Township to provide test on equipment delivered and installed found not meeting the specification.

9. Termination for Convenience:

The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Township's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work

performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Township to be paid the Contractor. If the Contractor has any property in its possession belonging to the Township, the Contractor will account for the same, and dispose of it in the manner the Township directs.

10. Termination for Default:

The Township reserves the right to cancel all or any part of the work covered by this Agreement and/or Purchase Order, if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from the Township specifying such failure, or if Seller breaches any of the terms hereof, including the warrants of Seller. Should cancellation be made for cause, the Township reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at the Seller's expense. The Seller shall be liable for any other damages suffered by the Township as a result of any breach by the Seller in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day first above written.

Charter Township of Vienna

Title

Joseph A. Rizk, Township Supervisor

WITNESS:

WITNESS:

GENERAL TERMS & CONDITIONS

1. CONTRACT:

The Contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan and is non-assignable by Seller except upon prior written approval of the Buyer.

2. WARRANTY:

Seller expressly warrants that all materials and work covered by an order will conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Seller expressly warrants that all the material covered by an order which is product of Seller, or is in accordance with Seller's specifications, will be for and sufficient for purposes intended. All labor, materials, and systems shall function at levels meeting or exceeding operational design specifications, and shall be fully warranted for one year.

3. POTENTIALLY HARMFUL INGREDIENTS:

Seller agrees to promptly furnish to Buyer, 1) Upon written request a list of all ingredients in materials purchased there under, and as necessary, the amount of one or more ingredients; and 2) Thereafter, information concerning any changes in such ingredients.

4. TERMINATION FOR DEFAULT:

Buyer reserves the right to cancel all or any part of the work covered by the agreement and/or purchase order, 1) if Seller does not make deliveries as specified in the schedules; or 2) so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from Buyer specifying such failure; or 3) if Seller breaches any of the terms hereof, including the warrants of Seller. Should cancellation be made for cause, Buyer reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at Seller's expense. Seller shall be liable for any other damages suffered by

the Buyer as result of any breach by the Seller in the performance of an Agreement.

5. TERMINATION FOR CONVENIENCE:

Buyer reserves the right to terminate an agreement, in whole or in part, at any time by written notice to Seller when it is in Buyer's best interest. Seller shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Seller shall promptly submit its termination claim to Buyer to be paid the Seller. If Seller has any property in its possession belonging to the Buyer, Seller shall account for the same, and dispose of it in the manner Buyer directs.

6. INSPECTION:

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.

7. CHANGE IN SPECIFICATIONS:

Buyer reserves the right at any time, to make changes in drawings and specifications as to any material and/or work covered by an order and/or schedules. Any difference in price or performance time resulting from such changes shall be equitably adjusted and/or schedule shall be modified, in writing, accordingly.

8. REMEDIES

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver or breach of any provisions of an order shall constitute a waiver of any other breach or such provision.

9. INSURANCE:

If the accomplishment of an order requires the performance of services or labor on the premises of Buyer, Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by Seller, its servants, employees, agents or representatives. Seller agrees to carry and to furnish certificates from its insurance carriers showing that it carries valid insurance in the following minimum limits (unless required insurance is listed elsewhere in the document, in which case that listing shall prevail):

A. Workmen's Compensation-statutory limits for State of Michigan or for the state in which the work is to be performed.

B. General Public Liability \$1,000,000. and Property Damage \$1,000,000.

C. Automobile Public Liability \$1,000,000. and Property Damage \$1,000,000.

Said certificates must set forth the amount of coverage, number of policy, and date of expiration. If Seller is a self-insurer, the certificate of the appropriate state agency of the state must be furnished by such agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificates shall not be a satisfaction of Seller's liability thereunder or in any way modify Seller's indemnification of Buyer.

10. ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact the Seller has contracted to furnish Buyer the material herein ordered. Failure to observe this provision permits Buyer to terminate the Contract resulting from the acceptance of an order

without any obligation to accept deliveries after the date of termination or make further payments except from completed articles delivered prior to termination.

11. STATE APPROVAL:

If the articles covered by an order require approval for the sale and/or use thereof by State statute or regulations, Seller certifies it has or will obtain an approval for their sale and/or use from the appropriate agency of the State. Seller will submit to Buyer a copy of each such approval for sale and/or use.

12. GOVERNMENT REGULATIONS:

In the performance of work under an order, Seller agrees to comply with all applicable Federal, State, or Local laws, rules, regulations or ordinances.

13. EXEMPTION FROM TAXES:

The Charter Township of Vienna, is tax exempt and the vendor certifies that all applicable taxes are not included in the prices shown herein.

14. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with Project implementation, the Seller may not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, disability, or national origin. The Seller shall take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, disability, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller shall insert this same clause in all subcontracts.

15. Disadvantaged Business Enterprises

Each contract the Township signs with a Contractor, (and each subcontract the Prime Contractor signs with a subcontractor) shall include the following assurances:

A. The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of a contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Township deems appropriate.

B. Each Contract the Township signs with a Contractor (and each subcontract the Prime Contractor signs with a subcontractor) shall include a clause requiring the Prime Contractor to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Township makes to the Prime Contractor.

C. PROMPT PAYMENT MECHANISM

The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the Prime Contractor receives from the Township. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Township. This applies to both DBE and non-DBE subcontracts.

RETAINAGE

The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Township. This clause applies to both DBE and non-DBE subcontracts.

D. MONITORING AND ENFORCEMENT

The Prime Contractor shall maintain records and documents of payments to DBEs for three (3) years following the performance of the Contract. These records shall be available for inspection upon request by any authorized representative of the Township.