



The Charter Township of Oakland, Michigan

Parks and Recreation Commission

REQUEST TO SUBMIT BIDS

BID – 2017: House Demolition with Material Salvage at Marsh View Park

DEADLINE: Tuesday June 6, 2017 at 3:00 P.M., Local Time

The Charter Township Oakland Township Parks and Recreation Commission (PRC) is seeking sealed bids from licensed contractors for house demolition and material salvage at Marsh View Park, 3340 East Clarkston Road, Oakland, MI 48363. Bids will be received at the Oakland Township Offices at 4393 Collins Road, Rochester, MI 48306 until **Tuesday June 6, 2017 at 3:00 P.M., Local Time**. The submission of a bid by a contractor shall be considered evidence that the contractor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

Oakland Township Parks and Recreation officially distributes bid documents from the Oakland Township office, 4393 Collins Road, Rochester, MI 48306, the Oakland Township website www.oaklandtownship.org, or through the Michigan Intergovernmental Trade Network (MITN, www.mitn.info). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Oakland Township office, the Oakland Township website www.oaklandtownship.org, or the MITN system are guaranteed access to receive addendum information, if such information is issued.

OAKLAND TOWNSHIP RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AND TO WAIVE ANY IRREGULARITIES.

Any deviation from the specification must be noted on the proposal.

Please submit sealed bid to:

Oakland Township Clerk
Charter Township of Oakland
4393 Collins Road
Rochester, Michigan 48306

Bids must be submitted in a sealed envelope marked: “**BID – 2017 House Demolition with Material Salvage at Marsh View Park**”.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be held at 10:00 a.m. on Friday May 19, 2017, at the project site, 3340 East Clarkston Road, Oakland, MI 48363. Contractors will have an opportunity to observe the project location for bid purposes. Bids will not be accepted from firms who fail to attend this meeting.

Background

The Charter Township of Oakland Parks and Recreation Commission (PRC) is requesting bids from experienced and qualified contractors to provide labor, material, etc. needed for the demolition and material salvage of a vacant residential structure located at 3340 East Clarkston Road, Oakland, MI 48363. Contractors must be licensed by the State of Michigan and possess either a license as a residential builder or maintenance and alteration contractor in house wrecking.

Note: Asbestos abatement will have been completed prior to initiation of the contract for demolition and material salvage.

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1. INTENT

The intent of this Invitation to Bid is to select a Contractor that can complete the demolition and material salvage of a vacant residential structure at 3340 East Clarkston Road upon award of contract.

2. SUBMISSION OF SEALED BIDS

Please submit proposal to:

Oakland Township Clerk
Charter Township of Oakland
4393 Collins Road
Rochester, Michigan 48306

Bids must be submitted in a sealed envelope marked: "**BID – 2017 House Demolition with Material Salvage at Marsh View Park**".

ALL BIDS MUST BE RECEIVED ON OR BEFORE Tuesday June 6, 2017 @ 3 P.M. It is the responsibility of the Bidder to ensure that the sealed bid arrives on time and at the right place. Any bids received after the above date and time will be disqualified.

3. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held at 10:00 a.m. on Friday May 19, 2017, at the project site, 3340 East Clarkston Road, Oakland, MI 48363. Contractors will have an opportunity to observe the project location for bid purposes. Bids will not be accepted from firms who fail to attend this meeting.

4. EXAMINATION OF PREMISES, MEASUREMENTS BY CONTRACTOR

Bidder shall take his/her own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in his/her behalf be reason or error omission on his/her part. Bidders are required to attend Pre-bid meeting at the project site as described in General Conditions item 3.

5. PUBLIC INFORMATION

All submitted bids and information included therein or attached thereto shall become public record upon their delivery to the Township.

6. CLARIFICATION OF REQUEST TO SUBMIT BIDS

Any request(s) for clarification of this Request to Submit Bids shall be made in writing and delivered to: Melinda Milos-Dale, 4393 Collins Road, Rochester, MI 48306 or mmdale@oaklandtownship.org. Inquiries regarding the Request for Bids will not be accepted after Thursday June 1, 2017 at 12:00 p.m. (noon).

7. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES

The Township reserves the right to accept or reject any or all bids, waive or modify proposal requirements, waive informalities, allow correction of errors or omissions, negotiate individually with one or more proponents, request supplemental bids and/or additional information, and to select and award a contract to a qualified consultant determined by the Parks and Recreation Commission, in its discretion, to be in the best interest of the Township considering all factors. Members of the Parks and Recreation Commission and Staff will review the bids and make a recommendation to the Parks and Recreation Commission who will award the contract.

Any acceptance of a bid by the Parks and Recreation Commission shall not be binding on the Township and may be withdrawn for at least ten days after the date of acceptance and until the selected consultant has submitted the signed contract and satisfied all insurance and other acceptance conditions. During the period of time the Parks and Recreation Commission acceptance may be withdrawn, the Parks and Recreation Commission reserves the right to continue to review, evaluate and investigate all bids and consultants, and for any reason approved by the Parks and Recreation Commission, may withdraw the acceptance of a bid.

8. RESPONSIVE BIDS

Companies are expected to examine the Request to Submit Bids requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the bid must initial all erasures or other changes. If any person contemplating submitting a bid is in doubt of the true meaning of any part of the specifications or other conditions with the Request to Submit Bids, they are advised to call and have the portion in question clarified.

9. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to the Request to Submit Bids will be posted on the MITN system website, the Oakland Township website www.oaklandtownship.org, and at the Oakland Township office. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

10 . INTERVIEWS

Interviews will be scheduled if it is determined to be necessary by the Township.

11 . AWARD

Competitive bids will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, and timelines may be overriding factors, and price may not be determinative in the issuance of a contract or award. The bid evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements. The evaluation and award of this bid shall be rated on the following (not in any relevant order):

- Demonstration of a clear understanding of the project.
- Evaluation of professional qualifications and capabilities of the firm and its project management and assigned personnel to perform requested services.
- Evaluation of the work plan and scheduling.
- Related experience with similar types of projects.
- Cost.
- Attention to requests and requirements of this Request to Submit Bids.
- Results of interview (if conducted).

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. The contents of this Request to Submit Bids and the vendor's response will become contractual obligations if a contract ensues. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

12 . WITHDRAWAL OF BID

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 120 days after opening except the successful bidder whose prices shall remain firm for the entire contract period.

13 . EXECUTION OF AGREEMENT

If a vendor does not execute an agreement within 7 days after being notified of selection, the PRC may give notice to the firm of the PRC's intent to select the next most qualified bidding firm or call for new bids, whichever the PRC deems most appropriate.

14 . LIABILITY FOR COSTS

The Township is not liable for any costs incurred by firms with regard to this Request to Submit Bids.

15. TAX EXEMPTION

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure. The Township will furnish the successful bidder with tax exemption certificates when requested.

16. IRAN LINKED BUSINESS

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

CONTRACT TERMS

1. CONTRACT PERIOD

The selected consultant(s) may be provided with a contract commencing on approximately June 14, 2017. If awarded the Contract, the Contractor agrees that time is an essential condition of the Contract and will totally complete and perform the work within the contract period unless unanticipated conditions as approved by the PRC, in its reasonable discretion, prevent work, in which case the completion time will be determined by the Owner and Contractor.

2. CANCELLATION OF CONTRACT

The Parks and Recreation Commission (PRC) reserves the right to cancel any agreement at any time upon thirty (30) days prior written notice of its intent to terminate any agreement. The selected firm shall provide the PRC at least ninety (90) days prior written notice of its intent to terminate any agreement.

3. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Charter Township of Oakland, its elected and appointed officials, employees and volunteers and others working on behalf of the Charter Township of Oakland, against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including without limitation: direct, indirect, incidental, consequential, special and punitive damages, fees and expenses of attorneys, expert witnesses and other consultants which may be imposed upon, incurred by, or asserted against the Township as a result of any negligent or tortious act, error of omission of the Contractor, or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, their agents and employees (collectively called 'Associates') for whose acts any of them might be liable, including, but not limited to, any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee or the Township; and any failure by the Contractor, or any of its "Associates" to perform

its obligations either implied industry standards, or expressed under this Contract; and any violation of any federal, state or local statute, regulation, ordinance, permit or license by the Contractor, or any of its personnel, employees, consultants, or subcontractors, or any of its “Associates”.

The Contractor’s indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages; compensation; or employee benefits. In addition, the Contractor agrees to hold the Township harmless from the payment of any deductible on any insurance policy paid or any other amount paid to the Township, or its elected and appointed officials, employees and volunteers, or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this Request to Submit Bids and the contract entered into.

4. INSURANCE REQUIREMENTS

The Contractor shall secure and maintain during the term of this contract insurance in the types and amounts specified in Attachment A, from an insurance company authorized to do business in the State of Michigan, whose rating is satisfactory to the Township’s Risk Management Advisor. The Contractor shall be required to provide policies evidencing the required coverage prior to execution of the contract and the policies shall include the notice of cancellation time period, naming of additional insured and endorsement language as required. See Attachment A. In addition, please attach a copy of your current insurance coverage to the bid submitted.

5. CHANGES

Contractor shall make changes in the contracted work only as ordered in writing by the Owner. A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the contract, authorizing a change in the work or an adjustment in the Contract Sum or the contract time. The Cost or Credit to the Owner resulting from a change in the work shall be determined by mutually agreed upon unit prices.

ANTICIPATED SCHEDULE

| | |
|--|-------------------|
| Request to Submit Bids Issued | May 11, 2017 |
| Mandatory Pre-bid Meeting | May 19, 2017 |
| Bids Opened | 3 pm June 6, 2017 |
| Award Contract | June 14, 2017 |
| Completion of Demolition and Material Salvage..... | July 28, 2017 |

SUMMARY OF WORK

i. Contractor Requirements

The contractor must provide a fee to perform the house demolition and material salvage at 3340 East Clarkston Road, Oakland, MI 48363. The price provided shall include all costs, including but not limited to, labor, insurance, permit fees, supplies, equipment, disposal, overhead and profit. Davis Bacon prevailing wage requirements WILL NOT apply.

All work performed under this contract must comply with all applicable federal, state, and local regulations.

Contractor shall use the construction access located on the west side of the house. Contractor shall not access property from asphalt-paved park entry drive nor use asphalt parking lot. The contractor shall be held responsible for the repair or replacement of any paving or curbing damaged during the project.

Contractor shall conduct demolition operations and remove debris to ensure minimum interference with roads, driveways, walks, and other adjacent properties. Ensure safe passage of people around demolition area and minimize exposure to dust and flying debris. The contractor shall adhere to the Michigan Manual for Uniform Traffic Control Devices for all vehicular and pedestrian detours around their construction zone. Signs must be posted during all phases of demolition to prevent trespassing.

At any time during the demolition process when an open hole and/or debris pile must be left unattended, a 4' tall perimeter safety barrier fence shall be erected and maintained around the entire circumference of the hole and/or debris pile.

As the house was constructed prior to 1978 it may contain lead-based paint. Contractor will properly manage paint, paint chips and dust for the potential presence of lead. Contractor will utilize tarps, canopies, or other physical barrier to limit the spread of dust.

The Contractor should use water mist, temporary enclosure, and other suitable methods to prevent the spread of dust and dirt during all demolition activities. The demolition contractor should keep all building components adequately wet during all phases of demolition and debris removal to prevent the release of particulates into the air. This must include the application of water during knockdown and loadout.

Contractor will only use stockpile and staging areas that have been determined acceptable by the Owner and authorized representatives.

Contractor will provide electrical power. Oakland Township will provide water source.

The Contractor will not be reimbursed for the following activities:

- Loading supplies and equipment (at the “shop”) onto a truck or van for the project.
- Driving supplies and equipment to the project site.
- Unloading supplies and equipment at the completion of the project (at the “shop”)
- Delivering waste to a landfill.

II. Project Specifications

A. Before demolition:

1. Contractor shall acquire all permits necessary to perform the work specified in this RFP and assume any fees associated with doing so.
2. Contractor shall pump out, crush and fill in the septic tank *before* demolition. The septic tank is located west of the house (see attached survey drawing). No permit is needed however; *septic work must be inspected by Oakland County Health Department.*
3. Contractor shall install a safety barrier fence around the perimeter of the construction area, in a location approved by the Parks and Recreation Director, or assigned designee. The fence shall be installed before any of the site work is done.
4. Contractor shall erect temporary protection such as a fence or barrier a minimum of four feet high to protect newly planted trees, existing well, stone stove, and garage that are to remain. These items will be clearly identified with signage stating: “Do Not Remove” during the mandatory pre-bid meeting and the entire demolition project.
5. Contractor will remove all woody vegetation (shrubs and trees) planted adjacent to the house foundation and the stone retaining wall.
6. Contractor will deconstruct the stone retaining wall and stockpile the stones on-site in an area pre-approved by Owner.

B. Above-ground Demolition:

7. Demolish and remove the entire 1-story portion of the wood frame/vinyl siding house including concrete slab, concrete porch and all contents (see attached survey drawing).
8. Demolish 2-story portion of the wood frame/vinyl siding house including removal of roof, walls, brick chimney, concrete second floor, concrete porch and all contents (see attached survey drawing).
9. Remove 2.5 inch diameter steel clothes line posts located north of house (see attached survey drawing).

10. Remove the house's existing asphalt driveway; with the exception of the designated stockpile area which will be located near the existing garage (see attached survey drawing).

During demolition:

11. Care should be given not to damage the basement's stone foundation and hand hewn timber posts/beams which are to be salvaged. This may affect how/when the house's main floor, which is supported by the timber post/beams, is removed.
12. The well vault is located directly east of the house and should be protected before demolition is started (see attached survey drawing). Take precautions not to damage vault.

C. Material Salvage of Items to Remain Owner's Property and Remaining Demolition:

13. Deconstruct and remove hand-hewn timber posts and beams and store in garage on-site.
14. Deconstruct and remove stone foundation and stockpile on-site in area determined by Owner.
15. After salvage of timbers and stone, demolish and remove remainder of basement including concrete foundation, footing and slab floor.

D. After demolition:

16. Except for items indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally. *Note: Oakland Township Parks and Recreation Commission is committed to the conservation of resources. The contractor shall salvage and recycle or re-use as much construction material as possible to reduce debris dumped in our landfills.* Demolition materials and debris shall be kept wet and covered during transport to eliminate dust and prevent the release of particulates into air.
17. The resulting hole shall be backfilled to within 6" of adjacent grade level and compacted with pre-approved clean backfill consisting of sandy loam soil with less than 1/3 clay content. Contractor to use existing stockpile of clay soil on-site to create backfill mixture. No backfill material will be transported to this site prior to Owners written approval. Documentation shall be provided to the Owner or its authorized representative as to the origin and environmental condition of backfill material. A written certification from the Contractor must include 1) the origin of the backfill material and address location, 2) no evidence of known or suspected sources of environmental contamination that may have impacted the proposed backfill materials, 3) the backfill materials are from a native soil source and are homogeneous in nature and general composition, and 4) the

backfill materials are free from debris, large rocks, concrete, or other conditions, which would make the material unsuitable for use as backfill.

Place backfill and fill materials in layers not more than 18 inches in loose depth, using appropriate methods of compaction.

18. Site restoration includes application of topsoil and grading all disturbed areas. Six inches of screened top soil must be applied to the excavation area on top of approved backfill. No topsoil material will be transported to this site prior to Owner's written approval. Documentation shall be provided to the Owner or its authorized representative as to the origin and environmental condition of topsoil material. A written certification from the Contractor must include the same information as that provided for backfill material.

Grade site area where stone retaining wall was removed and the basement was backfilled.

19. To process invoice for these services, Contractor must submit the following to Owner after services have been rendered, including but not limited to:
 - Demolition Permit and Receipt of Payment for same.
 - A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes with load description and time stamps.
 - Documentation of origin of backfill and topsoil sources and certification that material is uncontaminated.
 - Project Specific documentation including but not limited to pre and post work site photos;
 - Invoice;
 - Waiver of Liens for all subcontractors.

General Requirements

Contractor accepts all risks associated with, and shall be liable for any injury to Contractor's officers, employees and/or others, as well as for any property damage incurred by Contractor, its officers, employees and/or others, occurring on account of the performance or non-performance of the work under this Contract.

A time schedule must be coordinated with and approved by the Parks Director before any work commences. All work should be completed in a safe and timely manner, respectful of persons using the park at the same time. No work is to be performed after 4:30 pm weeknights, during weekends, or on recognized Township holidays. Whenever possible, but keeping safety as the paramount issue, the park should remain open for users. The Oakland Township Parks and Recreation office at 248-651-7810 should be notified promptly of any difficulties encountered. In case of any emergencies please call 911.

Access to Project Site and Equipment/Material Storage Location will be approved by Parks and Recreation Director prior to commencement of work.

The Contractor shall furnish and maintain all passageways, barricades, guard fences, lights, and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the Owner, all at no additional cost to the Commission.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Commission, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

SUBMITTAL REQUIREMENTS

ALL BIDS MUST BE RECEIVED ON OR BEFORE Tuesday June 6, 2017 @ 3 P.M.

The bid must contain the following information:

- 1. Work Plan and Scheduling.** Statement of understanding of the general scope of services. Description of proposed approach and activities to be accomplished including scope of work, project schedules, and deliverables for each of the tasks. Include amount of time needed to complete each individual task and the time to allow staff to review and respond to submitted material. Identify how and when communication and coordination efforts with the Township will be provided.
- 2. References.** As a part of the bidding process the Contractor must submit a reference (client name, project description, project start and end dates, email address, phone number of Owner) of at least three (3) projects of similar work that the Contractor has been primarily responsible for and which, upon investigation, would be found to be completed in a satisfactory manner.
- 3. Qualifications.** The Contractor shall also furnish complete evidence (a Resume or Professional Services Overview document) that they have the facilities, equipment, personnel, etc., to complete the project. Prior approval must be obtained before entering into any sub-contract for this work. The Owner reserves the right to reject any subcontractor if the evidence submitted fails to satisfy the Owner that the subcontractor is properly qualified to complete the work described.
- 4. Copy of State of Michigan license as a residential builder or maintenance and alteration contractor in house wrecking.**
- 5. Complete Bid Form.** Provide a not-to-exceed, lump-sum bid for completing the entire project as described in the Summary of Work.
- 6. Copy of Insurance Certificate.** See Attachment A.
- 7. Vendor Certification that it is not an Iran Linked Business.** See Attachment B.



The Charter Township of Oakland, Michigan
Parks and Recreation Commission

REQUEST TO SUBMIT BIDS

BID – 2017: House Demolition and Material Salvage at Marsh View Park

HOUSE DEMOLITION AND MATERIAL SALVAGE BID FORM

Mandatory Pre-Bid Meeting:
10:00 am on Friday May 19, 2017
3340 East Clarkston Road
Oakland, MI 48363

Bids Due:
3:00 pm on Tuesday June 6, 2017
Oakland Township Clerk
4393 Collins Road
Rochester, MI 48306

This bid includes all costs, including but not limited to, labor, insurance, permit fees, supplies, equipment, disposal, overhead and profit to complete the Summary of Work contained in this Request to Submit Bids.

House Demolition and Salvage Bid Amount: \$ _____

Work Plan and Schedule Included? Yes___ No___

Resume or Professional Services Overview Included? Yes___ No___

Work References three (3) Included? Yes___ No___

Copy of License Included? Yes___ No___

Insurance Certificate Included? Yes___ No___

Vendor Certification Not An “Iran Linked Business” Included? Yes___ No___

ADDENDA

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

BIDDER INFORMATION

Firm Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ **Email Address:** _____

Firm Established: _____ **Years in Business:** _____

Type of Organization: _____ **State of Organization:** _____

Representative's Name: _____

Title: _____

Signature: _____

Date: _____

It is agreed by the signed bidder that the signature and submission of this bid represents the bidder's acceptance of all terms, conditions, and requirements of the bid specifications and, if awarded the bid will represent the agreement between the parties. The bidder proposed to provide all labor supplies, permits, new and current materials, transportation and equipment required to perform and complete the Work described herein in strict accordance with the Summary of Work, Instructions to Bidder, Bid Form, Specifications, Maps, Addenda and other Contract documents, all of which are incorporated in this bid.

The bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the bid documents, but which are incidental to the scope, intent and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled. It is understood that all proposed prices shall remain in effect for a least 120 days from the date of the bid opening to allow for the award and that, if chosen the successful Bidder, the prices will remain firm through invoice.

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

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

response and shall understand that the Township, at its discretion may reject their bid.

ATTACHMENTS

- A. Charter Township of Oakland Insurance Requirements
- B. Vendor Certification that It Is Not An “Iran Linked Business”
- C. Survey for 3340 Clarkston Road

ATTACHMENT A
INSURANCE REQUIREMENTS

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

The Contractor shall procure and maintain the following insurance coverage and limits:

Workers' Compensation Insurance including Employers' Liability Coverage and sole proprietors with any employees, in accordance with all applicable statutes of the State of Michigan. If the Contractor is a sole proprietor with no other employees, in lieu of Workers' Compensation Insurance, the Contractor must submit a Waiver of Workers Compensation.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

Motor Vehicle Liability including Michigan No-Fault Coverage's, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Pollution Liability with limits of liability not less than \$1,000,000 per occurrence and aggregate, including, but not limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

Additional Insured: Commercial General Liability, Motor Vehicle Liability, and Pollution Liability Insurance, as described above, shall include an endorsement* stating the following shall be Additional Insureds: "The Charter Township of Oakland, the Charter Township of Oakland Parks and Recreation Commission, all elected and appointed officials thereof, all employees, agents and volunteers thereof, and all boards, commissions and/or authorities thereof, including all members, employees, agents and volunteers thereof."

List Township as Certificate Holder: Workers' Compensation, Commercial General Liability, Motor Vehicle Liability, and Pollution Liability Insurance shall list Charter Township of Oakland as certificate holder: Charter Township of Oakland, 4393 Collins Road, Rochester, MI 48306.

Format for providing proof of insurance:

To provide evidence that the vendors of the Oakland Township Parks and Recreation Commission have the required types and amounts of insurance coverage during their term of service, vendors are required to provide both a Certificate of Insurance and evidence that the Charter Township of Oakland has been given Additional Insured Status on liability policies, by furnishing *either the endorsement to the policy or the appropriate language from the actual policy which grants the additional insured status.

Vendors: Any insurance-related questions? Call Keith Potter (Ibex) at 248-538-0470.

ATTACHMENT B

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

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

Vendor: _____

Legal Name: _____

Street Address: _____

City: _____

State and Zip: _____

Corporate ID # /State: _____

Taxpayer ID #: _____

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

Signature of Vendor’s
Authorized Agent: _____

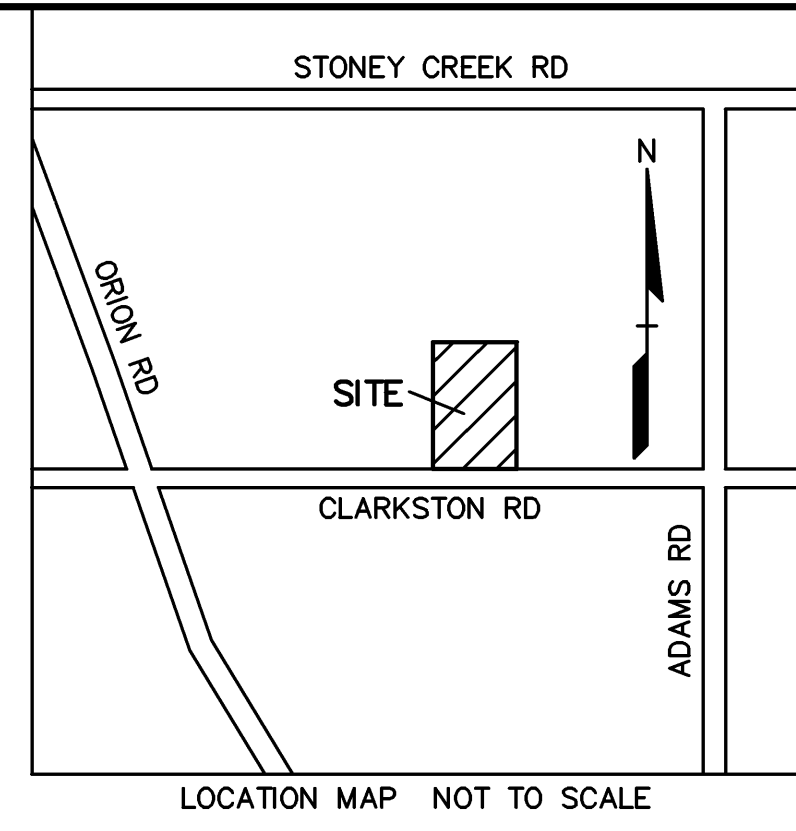
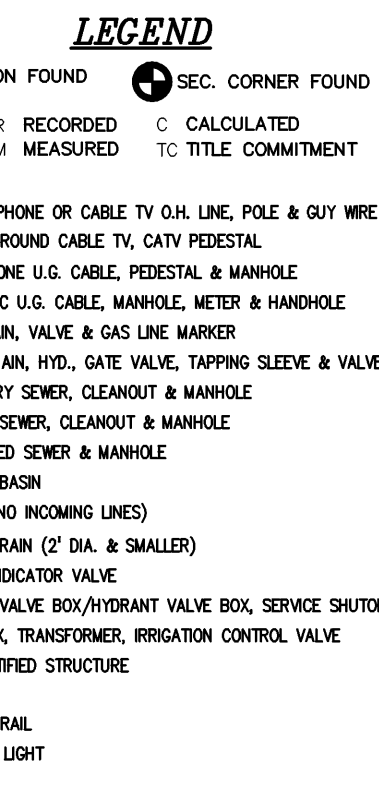
Printed Name of Vendor’s
Authorized Agent: _____

Witness Signature: _____

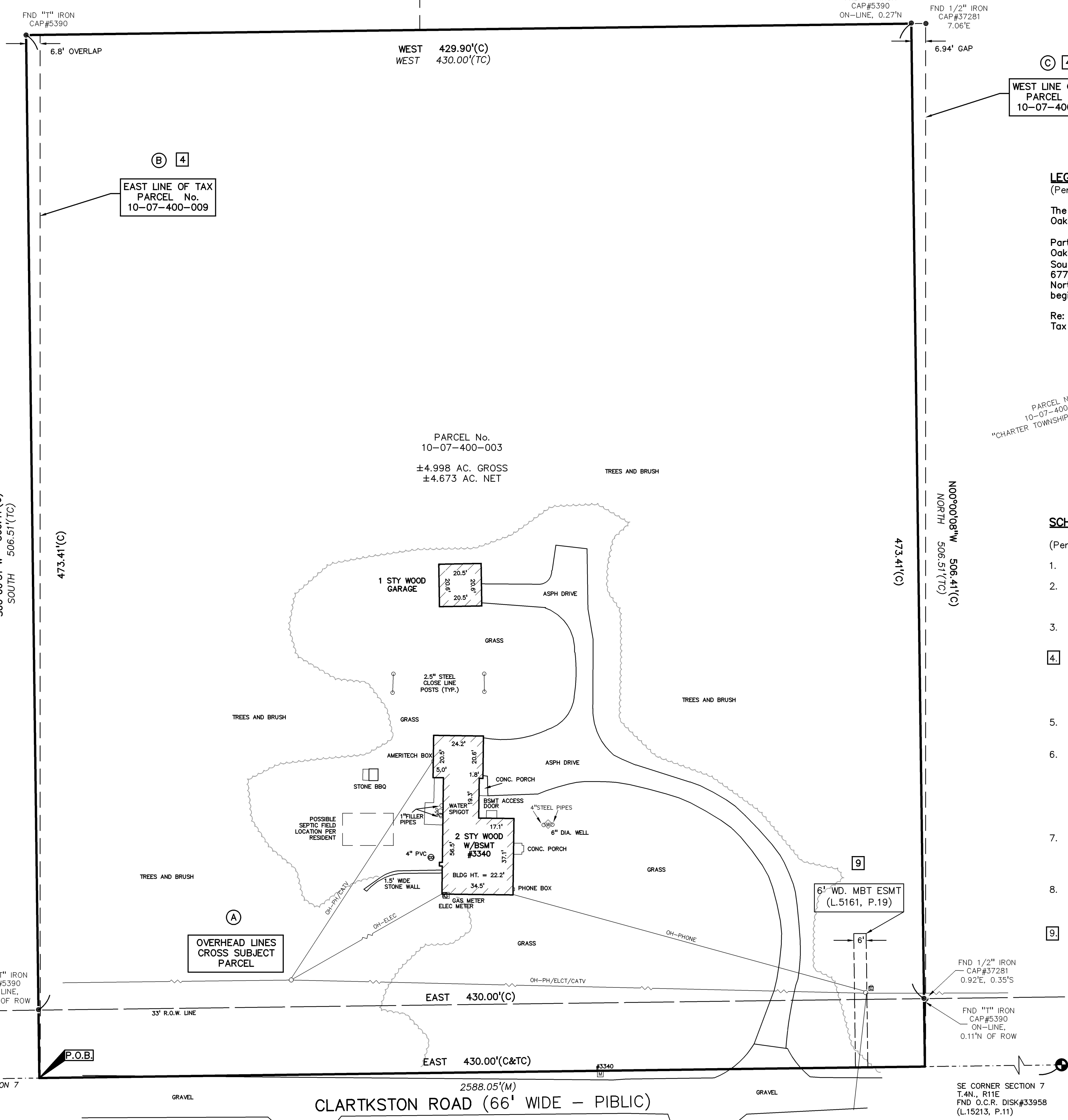
Printed Name of Witness: _____

FLOODPLAIN:
 Subject parcel lies within "Areas determined to be outside of the 0.2% annual chance floodplain. (Zone X)" per FEMA Flood Insurance Rate Map Number 26125C-0239F, Effective September 29, 2006.

- SURVEYORS' NOTES:**
- (A) Utility pole and overhead lines cross the subject parcel.
 - (B) The legal description for tax parcel 10-07-400-009 overlaps onto the subject parcel as shown.
 - (C) The legal description for tax parcel 10-07-400-013 creates a gap along the east line of the subject as shown.



| NO. | BY | CHK | DESCRIPTION | DATE |
|-----|----|-----|-------------|------|
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LEGAL DESCRIPTION:
 (Per Seaver Title Agency, Commitment No. 63-12224232-SCM, Effective February 13, 2012)

The land referred to in this commitment is situated in the Township of Oakland, County of Oakland, State of Michigan, as follows:

Part of the Southeast 1/4 of Section 7, Town 4 North, Range 11 East, Township of Oakland, Oakland County, Michigan, described as: Commencing at the Southwest corner of the Southeast 1/4, Section 7, Town 4 North, Range 11 East; thence along the Section line East 677.05 feet to the point of beginning; thence along the Section line East 430 feet; thence North 506.51 feet; thence West 430 feet; thence South 506.51 feet to the point of beginning.

Re: 3340 E. Clarkston Road
 Tax Item No. 10-07-400-003

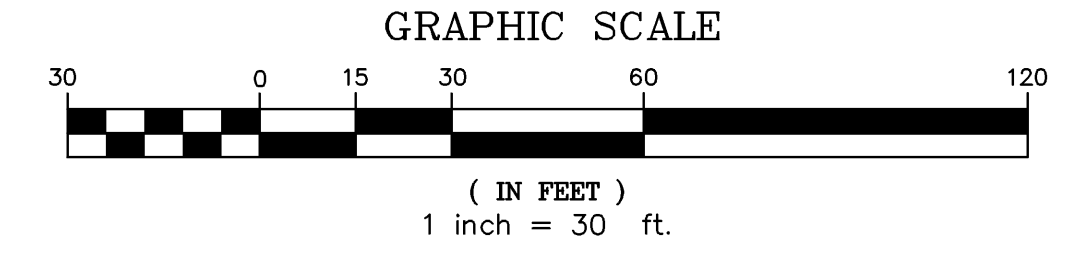
SCHEDULE B EXCEPTIONS:
 (Per Seaver Title Agency, Commitment No. 63-12224232-SCM, Effective February 13, 2012)

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records. [As shown hereon. See surveyors notes.]
5. Any lien or right to lien for services, labor or material therefore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the Date of Policy. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for a public or private street, drive, road or highway purpose. [As Plotted. The south 33 feet of subject parcel used as Clarkston Road.]
9. Right of Way to The Michigan Bell Telephone Company recorded in Liber 5161, Page 19, Oakland County Records. [As Plotted. Document is hard to read. Telephone pedestal lies outside of easement area.]

SURVEYOR'S CERTIFICATE:
 TO: Charter Township of Oakland, a Michigan municipal corporation
 Seaver Title Agency, LLC
 Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2011, and includes Items 2, 3, 4, 7(a)(c), 8, 11(a) and 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further states that in my professional opinion, as a land surveyor registered in the State of Michigan, the Relative Position Accuracy of this survey does not exceed that which is specified therein. The field work was completed on March 5, 2012.

Kevin T. Roach, PS
 Agent for Professional Engineering Associates, Inc.
 M.I. P.S. No. 47971



CAUTION!
 THE LOCATION AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATION AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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 website: www.peainc.com

CHARTER TOWNSHIP OF OAKLAND
 4393 COLLINGS ROAD, ROCHESTER, MI 48066

ALTA/ACSM LAND TITLE SURVEY
 3340 CLARKSTON ROAD
 PART OF THE SE 1/4 OF SECTION 7, T. 4 N., R. 11 E., OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN

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| DES. | DN. | KTR | SUR. | RS | P.M. | DNH |
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ORIGINAL ISSUE DATE: MARCH 15, 2012
 PEA JOB NO. 0A-0713
 SCALE: 1" = 30'
 DRAWING NUMBER:
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