



City of Wixom
City Clerk
49045 Pontiac Trail
Wixom, MI 48393
REQUEST FOR PROPOSAL

**OVERBAND CRACK SEALING/ SEAL COATING 2023 FOR
CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON,
VILLAGE OF FOWLerville AND VILLAGE OF MILFORD**

Deadline: March 1, 2023

Proposals will be accepted by the City Clerk, City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 until 9:30 am on March 1, 2023.

The City of Wixom is participating agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at www.bidnetdirect.com to view Bid/RFP announcements and/or specifications for this and all open Bids and RFPs for the City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford. These bid specifications will be posted by February 2, 2023, on the MITN network.

Two (2) copies of sealed proposals and one (1) electronic copy (thumb drive) must be received at the City of Wixom - City Clerk's Office, 49045 Pontiac Trail, Wixom, Michigan 48393 no later than **9:30 am on Wednesday, March 1, 2023**. Proposals must be clearly marked "**Overband Crack Sealing/ Seal Coating 2023.**" All questions regarding this Request for Proposals shall be directed to:

City of Wixom – Director of Public Works, Tim Sikma, at 248-624-0141
Monday through Thursday (8 am - 4 pm)

City of Farmington – DPW Superintendent, Chuck Eudy, at 248-473-7250
Monday through Friday (8:30 am – 4:30 pm)

City of Fenton – Director of Public Works, Dan Brisson, at 810-629-2261
Monday through Friday (7 am – 3:30 pm)

Village of Fowlerville – DPW Crew Leader, Cathy Elliott, at 517-749-2506
Monday through Friday (8 am – 5 pm)

Village of Milford – Director of Public Services, Mike Karll, at 248-685-3055
Monday through Thursday (7 am – 4:30 pm), Friday (7-11 am)

The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford reserve the right to reject all Bids in their sole discretions separately. The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford reserve the right to reject any Bid which is not submitted on and/or supported by a bill of materials. Each municipality reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the Municipality served.

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REQUEST FOR PROPOSAL

Introduction: **The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford**, (hereafter referred to as “**Municipalities**”) are seeking proposals for Crack Sealing/ Seal Coating Services. The Overband Crack Sealing/ Seal Coating is to consist of Crack Sealing/ Seal Coating on each of the major and local roads of each community, as well as other areas as determined by the Municipalities.

At any time prior to the specified time and date set for the proposal submission, a bidder may withdraw their proposal. Any proposal modification must be in writing, executed by the authorized person and submitted prior to the final submission due date. Proposals received after the submission deadline may be considered only if no other proposals are received by the deadline. The Municipalities reserve the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed in the proposal submitted or at any time to the Municipalities, at the sole discretion of the Municipalities.

The specifications provided by the successful Bidder shall meet or exceed all requirements described in this RFP and any additional Bid documents provided by the municipality.

SECTION 1 INVITATION TO BID

- A. **BID ACCEPTANCE.** The Municipalities will accept sealed responses ("Bids") to this Request for Proposals (RFP) for Overband Crack Sealing/ Seal Coating which complies with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Products and Services Specifications, and System Documentation & Warranty set forth below and submitted to the City of Wixom at the following address:

City of Wixom
Attention: Clerk's Office
49045 Pontiac Trail
Wixom, MI 48393

RE: BID- Overband Crack Sealing/ Seal Coating 2023

- B. **FACILITIES/BUILDING WALK-THROUGH.** Not Applicable.
- C. **INDEPENDENCE.** By submission of a proposal, a Bidder certifies that the Bidder has not paid or agreed to pay any fee or commission, or any other thing of value, contingent on the award of this contract to any employee, official or current contracting consultant of the Municipalities. The Bidder certifies that the financial information in this statement has been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any other proposal or Bidder.
- D. **PUBLIC RECORD.** The contents of the proposals shall be considered public records of the Municipalities. Any Bidder submitting a proposal hereunder further acknowledges and agrees that the Municipalities are public entities which are required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFP shall become the property of the municipalities upon delivery to the address set forth above.

SECTION 2 BIDDER INSTRUCTIONS

- A. **BID OPENING.** All Bid responses to this RFP must be placed in a sealed envelope, labeled as follows: **Overband Crack Sealing/ Seal Coating 2023 Bid**. The Bid will include one (1) original, one (1) copy, and one (1) electronic file (thumb drive) of the Bid proposal.
1. Bid responses will only be considered via written paper format. No email, facsimile, oral or other non-written documents will be considered.
 2. Bids not received at the City of Wixom's Clerk's Office by the Bid closing time of March 1, 2023, at 9:30 am will not be considered.
 3. The Bidder shall be responsible for the timely delivery of the Bid to the City of Wixom's Clerk's Office. The Municipalities will not be liable to any Bidder for any delivery or postal delays. Postmarking of the Bid prior to the closing date March 1, 2023, at 9:30 am will not be a substitute for timely receipt of the Bid.
 4. If the City of Wixom Offices are closed due to unforeseen circumstances on the Bid opening date, Bids will be due at the same time at Wixom Police Department (same address).
- B. **CLARIFICATIONS AND CORRECTIONS.** General questions or clarifications regarding this RFP should be directed by email to: Tim Sikma or Andrew Allen with the subject line clearly stating "RFP Question-Crackband Sealing" at DPWAdmin@wixomgov.org no later than February 22, 2023 at 12 pm. Questions received after this date/time will not be considered. All questions, along with their responses, will be posted in MITN by February 23, 2023, by 5 pm.
- C. **GENERAL REQUIREMENTS.**
1. The Municipalities or their representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
 2. This RFP for Overband Crack Sealing/ Seal Coating is not an offer to enter into a contract, but rather a solicitation for Bids.
 3. The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
 4. The Municipalities shall provide drawings separately as associated with this project following the acceptance of the bids.
 5. The Municipalities reserve the right to reject all Bids at their sole discretion.
 6. The Municipalities reserve the right to reject any Bid which is not submitted on and/or supported by a bill of materials.
 7. The Municipalities reserve the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the Municipalities.
- D. **BID IDENTIFICATION REQUIREMENTS.** The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
1. The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix A, in longhand, in ink, by an authorized representative.
 2. The Bidder shall complete and submit, along with the Bid, a Bill of Materials, Appendix A, summarizing the details of the Bid and identifying materials for each location.

3. The submitted Bid shall include a Qualifications Questionnaire, Appendix B, properly completed and signed by an authorized representative of the Bidder. The qualifications questionnaire shall include a list of at least four (4) references, one (1) of which must be a municipality or local government for a similar scope of work performed within the past three (3) years.

E. **DEFINITIONS.** The foregoing definitions apply to this Request for Proposal (RFP) only.

1. The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford (Municipalities)– Each Municipality quotation will be taken to their board and/or councils separately. The roads noted for Ovberband Crack Seal and/ or Seal Coating will be located in each municipality as defined.
2. Bidder(s)– The business entities and/or person(s) submitting the Bid.
3. Bid(s)- A complete and properly executed proposal to perform the scope of work, or designated portion thereof, for the sums stated within the Bid.
4. Base Bid- The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the alternate Bid, if any.
5. Alternate Bid- An amount stated in the Bid to be added or subtracted from the amount of the base Bid, if said change in the scope of work, method of construction and/or materials is accepted by the municipalities.
6. Selected Vendor/Contractor- The Bidder(s) receiving formal notice of acceptance of its/his/her Bid(s) and duly served by an agent of the municipalities duly authorized to give such notice.

SECTION 3 GENERAL CONDITIONS

A. **RIGHTS OF ACCEPTANCE OR REJECTION.**

The Municipalities reserve the right to reject all Bids in its sole discretion. The Municipalities separately reserve the right to reject any Bid which is not submitted on and/or supported by a bill of materials. The Municipalities separately reserve the right to reject any and all Bids in whole or in part and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the Municipalities.

B. **QUALIFICATION OF BIDDERS.**

To assure the Municipalities of the quality of workmanship, materials, products and/or services, the Municipalities will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in this RFP. Each Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.
2. The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the Municipality.

C. **VARIANCE AND PRICE.**

Any variance from the specifications of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the City changes the quantity of the item or unit needed.

D. **MANUFACTURER(S) BRANDS/MODEL NUMBERS.**

The naming of a manufacturer(s) brand or model number will not be considered as excluding other brands

or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Municipalities have complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

E. MANUFACTURER(S) SUBSTITUTIONS.

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the Municipalities and approved by an authorized Municipalities representative prior to placing the order for said products and/or services. The Municipality reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

F. MANUFACTURER(S) DISCOUNTS.

The Municipalities reserve the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the Municipalities by way of a setoff of monies owed or refund of monies paid by the Municipality.

G. REMOVAL AND DISPOSAL OF OLD EQUIPMENT.

The selected vendor/contractor is responsible for the safe disposal of all existing items being replaced by items covered in the RFP. Said disposal shall be in compliance with any EPA guidelines, and be completed with generally accepted safe disposal guidelines. The Municipalities reserve the right to identify at the kick-off meeting established by each Municipality to discuss specific items which it may wish to retain.

H. CLEAN-UP.

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials caused by the work, and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the Municipality may remove the rubbish and charge the cost to the selected vendor/contractor.

I. ADDENDA.

Any clarifications or modifications to the specifications for the RFP will be issued by the Municipality in the form of an addendum. Any addendum issued during the bidding period will be posted on MITN.

1. No verbal statements by the Municipality will be considered as binding or enforceable against the Municipality.
2. No requests for clarifications or modifications will be processed after the closing date as posted in Section 5: Timeline Requirements.

J. FEDERAL, STATE AND LOCAL TAXES.

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The Municipalities reserve the right to require evidence of such tax payments prior to final payment of the contract. The Municipality is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

K. PROJECT IMPLEMENTATION.

The selected vendor/contractor shall have sufficient resources to complete the project within the allotted

timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements contained in Section 5.

L. NO DISCRIMINATION.

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment to be employed in the performance of the Bid with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

M. NO SMOKING POLICY.

The Municipalities adhere to a mandatory no smoking policy on their premises and/or at Community functions. All Bidders shall comply with this no smoking policy.

N. PRODUCTS AND SERVICES SPECIFICATIONS.

It is the intent of the specifications in Section 7 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer who regularly advertises, promotes, and distributes products and services to local governments.

O. VARIATIONS FROM SPECIFICATIONS.

All variations from the specified products and/or services, Section 7, must be fully explained and included with the Bid. Manufacturer(s) brands must be used in all cases, with associated manufacturers' warranties noted.

1. The Municipality reserves the right to increase or decrease quantities, or modify the specifications.
2. The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities or modification of the specifications.

P. CANCELLATIONS.

The Municipality reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

Q. WITHDRAWAL OF BIDS.

Upon presentation of proper identification, any Bidder may withdraw its/his/her Bid at any time prior to the scheduled Bid opening date and time as stated in Section 2. No Bid shall be withdrawn for a period of ninety (90) days after the Bid opening date and time.

R. VALUATIONS.

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the Municipality, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the Community.

1. It is the intent of the Municipality to award the contract to the Bidder submitting the "best" cost-effective Bid for the project, provided the Bid has been properly submitted and delivered, includes all required documentation herewith, and is considered reasonable in price.

2. Price is a primary factor, but the Municipality will consider other factors to determine the most successful Bid; technical experience, local service and support and experience in municipal environments are used to perform the Municipality's Bid evaluations, among other considerations.
3. The Municipalities will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

S. NOTICE OF AWARD.

The Bidder will be deemed as having been awarded the Bid for each community when the formal notice of acceptance of its/his/her Bid has been approved by the Board or Council of The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford and subsequent notices have been duly served by each community separately upon the intended awardees by an officer(s) or agent(s) of the Municipality duly authorized to give such notice.

SECTION 4 SCOPE OF WORK

A. GENERAL DESCRIPTION.

The general description of the Scope of Work (SOW) for the project is to provide the Municipalities with Overband Crack Sealing/ Seal Coating for Asphalt and Concrete Roads within the given municipality.

1. It shall be the Contractor's responsibility to examine, first hand, the roadways described in this document in order to fully understand the scope and location of the work called for under this proposal.
2. The Contractor shall understand that the scheduling of crack and joint sealing days with the Municipalities constitutes a vital proposal/contract condition as it is the primary goal of the Municipalities to ensure that the crack and joint sealing of the Municipalities' streets scheduled for crack and joint sealing be done in such a manner so as to minimize both inconvenience to the public and the disruption of the normal flow of traffic. In order to maintain the above stated goal, the Contractor shall not apply crack and joint sealing materials between the hours of 7:00 am to 8:00 am and 4:00 pm to 6:00 pm, Monday through Friday, unless approved by the Municipalities. The work called for under this contract may be performed during evening or weekend hours provided that the Contractor has obtained prior approval from the Municipalities.
3. The Contractor's performance shall be monitored by the Municipalities Department of Public Works. The scheduling of the work to be done shall be made through each department and no work shall begin until the approval of the Municipalities' Directors or his designee has been secured.
4. The Contractor shall provide and maintain in full operation and at all times during the tenure of this contract, full-time supervision, a sufficient crew of laborers, equipment operators, tools, materials and reliable equipment necessary for the performance of this service. All equipment used in the performance of this contract shall be equipped with strobe lights, flashers and all other appropriate cautionary and safety systems. The Contractor shall also provide and maintain, in full operation at all times, a flashing or sequencing arrow panel, mounted on or trailered behind the tail vehicle of the pavement marking convoy. The Contractor shall be staffed with properly trained and equipped personnel, including "flagmen", where and when such personnel are necessary to ensure the safety of the Contractor's staff and equipment, as well as the safety of the Municipalities and the motoring public.
5. It shall be the Contractor's responsibility to ensure that the pavement surfaces are clean, dry, and free of all foreign materials prior to the application of the sealant.
6. The Contractor must use asphalt emulsion or coaltar, using one (1) coat, with an additional line item for an additional coat at the same time and location.
7. The Municipalities reserve the right to inspect the Contractor's equipment before making an award of contract.

8. The Contractor shall be responsible for the appearance, conduct, discipline and supervision of all of his employees involved in this service.
9. All machines and equipment used by the Contractor in the performance of this service shall be of uniform appearance and shall be maintained in a reasonably neat, clean and safe operating condition.

B. TIME LIMITS AND DEADLINES:

Subsequent to contract award and upon notification by the Municipalities, the Contractor shall promptly commence the crack and joint sealing according to a schedule agreed upon by both parties. The schedule shall be established in writing by March 24, 2023. All sealing must be completed no later than thirty (30) working days following the agreed upon start date as written in the notice to proceed. The "notice to proceed" shall be given following the contract award and the preconstruction meeting. Any spring applications must be completed by June 15, 2023 and any unfinished work due to weather conditions shall be completed by September 14, 2023, for fall applications.

It should be noted that failure to comply with the time limits and deadlines in the notice to proceed letters as herein described shall be grounds for disqualification for future contract awards and 5% reduction in cost.

C. PROPOSED PROJECT LOCATIONS/ROADWAYS:

Each Municipality has a mixture of Major and Local Roads, actual location of streets to be done will be determined based upon bid prices.

D. SPECIFICATIONS FOR OVERBAND CRACK FILL:

1. Description - This work consists of furnishing all labor, equipment and materials necessary for the treatment of cracks in bituminous pavements by the Overband Crack Fill Method. The Overband Crack Fill Method consists of cleaning the crack in bituminous pavements and placing the specified materials into and over the crack to eliminate water infiltration.
2. Materials - Material shall be a Right Pointe or STAR 3405 or equivalent.
3. Equipment -
 - a. Compressed Air-System: A compressed air system shall be used for crack preparation where moisture or vegetation is present. The compressed air equipment shall be able to produce continuous, high-volume, high pressure, and dry air. The air compressor shall be equipped with a moisture separator to remove any oil and water from the air supply. The compressor shall be capable of producing a minimum of 180 psi and a continuous 90 CFM airflow.
 - b. Melter Application: The melter applicator producing batches of not less than 6,500 pounds shall be a double boiler kettle equipped with pressure pump, hose and applicator wands. The material hose shall be equipped with a material shut-off control. A mechanical full sweep bi-directional agitator shall be located in the kettle to assure continuous blending. The unit shall be equipped with accurate thermometers to monitor the material temperature and the heating oil temperatures. The unit's thermostatic controls shall allow the operator to regulate material temperatures up to 400°F.
 - c. Application Wand: The material may be applied with a wand followed by a "V" or "U" shaped squeegee. The width of applications shall be 3" for standard coverage. With prior written approval of the Municipalities, the application width may be increased to a maximum of 8" to provide complete coverage over multiple crack areas. The applied sealant thickness shall be 1/8" + 1/16". Application width for normal application under chip seal shall be 3".

- d. Heat Lance: A heat lance is to be used to assure that no residual moisture is present in the crack or on the road surface after compressed air usage where the overband is to be applied. If pavement seal is saturated, it shall be dried with a heat lance.

A heat lance shall be used to assure that no residual moisture is present in the crack or on the road surface after compressed air usage where the overband is to be applied. At no time shall the contractor attempt to seal saturated pavement by drying the pavement with the heat lance.

4. Construction Methods -

- a. Weather Limitations: No material shall be placed unless the pavement temperature is 40°F or greater. Material shall not be placed if there is moisture in the crack.
- b. Preparation of Surface: Cleaning of cracks will be performed by using compressed air and any other tools necessary to remove all loose dirt, vegetation and foreign materials. The crack must be dry and thoroughly clean when the material is applied. The compressed air blowing shall be conducted no more than 10 minutes ahead of the filling operation.
- c. Mixing Procedures - The components shall be added to the asphalt cement thoroughly mixed in the kettle. The temperature of the material shall be in the 290°F - 350°F range.

5. General -

Overband Crack Fill: Fill all visible cracks in the surface area of the roadbed unless otherwise specified. Application shall be done in a neat and professional manner with no clumping of fiber, excessive product or filling of improperly cleaned cracks.

6. Documentation Provided by the Contractor -

The contractor shall provide the Municipalities, on a daily basis, a report with the following information: road segment, date, air temperature °F, weather in morning and afternoon, beginning and ending locations for the day, to include lane and direction, Material Certifications and amounts used (at completion of project) traffic control used and checks unique or different situations on the project. The contractor's representative's signature shall appear on the report certifying that the information provided is correct.

7. Protecting the Work-

Traffic shall not be permitted on the overband crack filler until the material has cooled sufficiently to prevent tracking. Any damage by traffic to the treated pavement areas shall be repaired by the contractor at no expense to the Municipalities. If the existing pavement markings are obliterated as a result of the crack treatment work, temporary pavement marking shall be placed before the roadway is opened to traffic, at the contractor's expense.

E. VENDOR/CONTRACTOR RESPONSIBILITY:

It shall be the responsibility of the selected vendor/contractor to provide the estimates for this project at no cost to the Municipalities. The Municipalities and their consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the scope of work.

I. QUALITY ASSURANCE:

After bid proposals are received, the Municipalities will conduct a qualifications-based selection process taking into consideration the fee proposal.

The successful bidder shall use only workers thoroughly trained and experienced in the skills required, who are completely familiar with the materials involved and the manufacturer's recommended methods of preparation and application and who are thoroughly familiar with the requirements of this work. In the acceptance or rejection of the work described in the bid documents, no allowance will be made for lack of skill on the part of the installers.

II. EXECUTION:

GENERAL CONDITIONS

SUPERVISION AND CONTROL: The vendor shall report directly to the City of Wixom - Director of Public Works, Tim Sikma, City of Brighton – Department of Public Services Director, Marcel Goch, City of Farmington – DPW Superintendent, Chuck Eudy, City of Fenton – Director of Public Works Dan Brisson, City of Howell – DPS Deputy Director, Mike Spitler, Village of Fowlerville- Crew Leader Cathy Elliott and/or Village of Pinckney – Foreman of Public Services, Mike Hughes and process requests for payment for the respective Municipalities.

INDEMNIFICATION: The vendors shall be solely responsible for and shall indemnify, defend and hold harmless The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford, its agents, officers, employees and other vendors from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person, including, but not limited to, its employees, agents and officers and for all other liabilities whatsoever, including related expenses and actual attorney's fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of services, or from any other acts or omissions of the bidder, its employees, agents or officers.

III. REQUIRED DOCUMENTS

In the submission of its Bid, a bidder shall submit the following documents, and shall guarantee the accuracy of such information by signature of its authorized representative:

1. Statement of Qualifications and Experience
2. References - Three (3) minimum of similar project size
3. Proposed Work Plan and Schedule
4. Completed Fee Proposal Form

SECTION 5 TIMELINE REQUIREMENTS

A. **PROJECT TIMELINE.** The selected vendor/contractor shall have sufficient resources in order to complete the SOW, Section 4, within the allotted timeframe and shall, upon request, demonstrate that it/he/she has the resources necessary to fulfill the timeline requirements for completing the entire project. The Municipalities are expecting the project to be completed in accordance with the following project timeline:

RFP available on-line at MITN	February 9, 2023
Pre-bid meeting and walk-through	NA
Emailed questions and RFP clarifications due	February 22, 2023 12 pm
Responses to email questions posted on MITN	February 23, 2023 5 pm
Sealed Bids due and Bid opening at the Wixom City Clerk's Office	March 1, 2023 9:30 am
Contract signed, implementation schedule determined	March 24, 2023

- B. SCOPE OF WORK SCHEDULES. City of Wixom Public Works is located at 2041 Charms Road is open for business 7 am to 5 pm, Monday through Thursday. The Police and Fire Departments are staffed 24/7. The selected vendor/contractor is expected to perform the project during posted Municipality administrative hours.
- C. PROJECT IMPLEMENTATION SCHEDULE. All Bidders shall provide the Municipality with a project implementation schedule that adheres to the timeline requirements stated above. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without unnecessary disruption to Municipality business. This project implementation schedule must be agreed upon by both the vendor/contractor and the Municipality and shall be incorporated as part of the awarded contract.

SECTION 6 AWARDED CONTRACT REQUIREMENTS

- A. CONTRACT EXECUTION. The Bidder shall render, deliver and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be signed and dated by both the Municipality and the awarded vendor/contractor prior to the start of any work.
- B. CHANGES TO SCOPE OF WORK. The Municipalities, without invalidating the contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, with the contract sum and the project implementation schedule being adjusted accordingly. All said changes in the SOW shall be authorized by written change order(s) signed by the Municipality and executed under applicable conditions of contract documents.
 - 1. The contract sum and the contract time may be changed only in writing.
 - 2. The cost or credit to the Municipalities from all change order(s) shall be determined by mutual, written agreement.
 - 3. The Municipality will not pay invoices for work performed by verbal authorization.
- C. PERFORMANCE BOND REQUIREMENTS. The Bidder shall furnish a performance bond covering the faithful performance of the awarded contract and a labor and material payment bond in the total amount of the Bid in such form and with such sureties as the City of Wixom or other Municipalities shall approve. If the selected vendor/contractor defaults, neglects or fails to perform any provisions of the awarded contract, the Municipalities may, at its discretion, and after seven (7) days' written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default.
 - 1. The selected vendor/contractor shall provide and maintain in force a bond with surety, and on forms approved by the Municipality, in the amount of one hundred percent (100%) of the contract amount, that the selected vendor/contractor shall promptly and faithfully perform all obligations under the contract as awarded.
 - 2. The selected vendor/contractor shall provide and maintain, in force, a bond with surety, and on forms approved by the Municipality, that the selected vendor/contractor shall make payment to claimant for all labor and material used or reasonably required for use in the performance of the awarded contract.
 - 3. The final Bid price may not include costs to secure or hold performance or Bid bonds.
 - 4. A Bid Bond is not required.

D. TERMINATION OF AWARDED CONTRACTS.

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract, and/or fails to perform any provision of the awarded contract, the Municipality may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the Municipality.

E. EMPLOYMENT PRACTICES.

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", Section 3.12.0. All employees of the vendor/contractor shall be legally eligible for employment in the United States. The selected vendor/contractor shall also:

1. If required, provide the Municipalities with completed background check forms for all employees. Color copies of the employees' driver's licenses, and two (2) copies of passport-size photographs shall also be provided for issuance of contractor ID cards by the Municipality. Said ID cards will remain the property of the Municipalities, and will be returned at the completion of the contract.
2. Comply with Criminal Justice Information System (CJIS) rules for security clearance of its employees/contract staff. The CJIS security addendum is available at <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>.
3. Supply designated Municipality personnel, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the Municipality.

F. SELECTED VENDOR/CONTRACTOR PERFORMANCE.

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, Section 4, and the Timeline Requirements, Section 5.

The selected vendor/contractor shall also:

1. Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
2. At all times enforce strict discipline, polite language and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
3. Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
4. Be responsible for the acts and omissions of all employees and all subcontractors, if any, their agents and employees, and all other persons performing any of the work under a contract with the selected vendor/contractor.

G. SUBCONTRACTOR PERFORMANCE.

A subcontractor is a person, firm, company or corporation who has a contract with the Bidder to

perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the Municipality to complete the SOW, Section 4. The selected Bidder shall furnish to the Municipality, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the Municipality objects, and may withdraw their Bid or submit an acceptable substitute.

H. SUPPLEMENTAL INFORMATION REQUESTS.

The Bidder shall be prepared to provide the Municipality, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. The Municipality may request all Bidders to also submit, within ten (10) days of being notified, the following:

1. The Bidder's performance record(s).
2. An itemized list of the Bidder's equipment, plant and personnel.
3. A description of any project which the Bidder has completed in a satisfactory manner.
4. Any additional information that will satisfy the Municipality that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
5. A description of any other project(s) that will be performed simultaneously with the Municipality's project.
6. A statement regarding any past, present or pending litigation for contracted products and services.

I. INSPECTIONS.

The Municipality and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

1. Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the Municipality's designated authorized representative.
2. All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.

J. INVOICE/PAYMENT REQUIREMENTS.

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the Municipality.

1. When applying for payments, the selected vendor/contractor shall submit to the City/ Village an itemized invoice based upon the installation schedule and supporting documentation required herein.
2. The project shall be considered complete when the SOW has been completed, accepted by the Municipality and the following items are furnished: a) required guarantees and b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
3. Payment may be withheld by the Municipality for: a) defective work not remedied; b) claims filed and unresolved; c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to subcontractors; and/or d) damages to the Municipality or another contractor.

K. GUARANTEES.

The selected vendor(s)/contractor(s) must furnish the Municipalities a written guarantee of the services and/or products provided to the Municipality for, at least, two (2) years after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the Municipality within the five (5) year period must be corrected or replaced within thirty (30) days of notice.

L. WARRANTIES.

The selected vendor/contractor(s) must furnish the Municipality written warranty documentation.

1. The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid are new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the product and services specifications in this RFP.
2. The warranty shall provide a complete system warranty to guarantee an end-to-end high-performance network system that meets the system application requirements.
3. If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the warranty, they may replace it with a new or reconditioned product of similar or same design.

M. CORRECTION OF WORK.

The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defect is due to faulty materials, equipment or workmanship which appear within a period of two (2) years from the date of completion of the contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any subcontractors.

N. RIGHT TO REJECT OR STOP THE WORK.

The Municipality may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the Municipality may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

O. INDEMNIFICATION.

The selected vendor/contractor shall indemnify and hold harmless the Municipality and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the contract.

P. FORCE MAJEURE.

Except for the Municipality's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

Q. LIABILITY REQUIREMENTS.

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the contract. The selected vendor/contractor

shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, 1) all employees on the project and other persons who may be affected thereby; 2) all the SOW and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto.

1. The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
2. All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the Municipality.

R. **INSURANCE REQUIREMENTS.**

No work connected with this project may start until the selected vendor/contractor has obtained the insurance coverage as required in Appendix C. Such insurance shall be kept in effect during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Municipality. The requirements listed in Appendix C should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retention are the responsibility of the Contractor.

S. **TERMINATION.**

The contract may be terminated at any time by the Municipality, for any or no reason, upon written notice delivered at least fifteen (15) days prior to termination. In the event the Municipality terminates the contract as provided by this paragraph:

1. Unless directed otherwise by the Municipality, vendor/contractor shall continue performing work and the required services under this agreement up to the day of termination; and
2. All finished or unfinished documents and information related to work in progress shall be delivered by vendor/contractor to the Municipality and shall become the property of the Municipality; and
3. Vendor/contractor shall submit to the Municipality a final accounting and final invoice of charges for all outstanding and unpaid services and reimbursable expenses performed prior to vendor/contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by this section. Such final accounting and final invoice shall be delivered to the Municipality within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to vendor/contractor shall be submitted to or accepted by the Municipality.

T. **MISCELLANEOUS CONTRACT PROVISIONS.**

The awarded contract will be governed by the laws of the State of Michigan. Venue for any claims or litigation regarding this contract shall be in Oakland County Circuit Court or the Federal District Court, Eastern Division. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized Municipality representative.

SECTION 7 PRODUCTS AND SERVICES SPECIFICATIONS

(Not Applicable)

SECTION 8 SYSTEM DOCUMENTATION & WARRANTY

(Not Applicable)

Appendix A

CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON,
VILLAGE OF FOWLerville and the VILLAGE OF MILFORD

Bid Signature Page & Bill of Materials

OVERBAND CRACK SEALING/ SEAL COATING 2023

Company name: _____

Address: _____

FEE PROPOSAL

Pricing for area specified below shall be submitted separately.

We the undersigned propose to furnish to the Municipalities services consistent with the Request for Proposal opened on March 1, 2023 at 9:30 am.

ITEM	OVERBAND CRACK FILL		SEAL COATING	
	UNIT	UNIT PRICE	UNIT	UNIT PRICE
CITY OF WIXOM	LB	\$	SQ FT	\$
CITY OF FARMINGTON	LB	\$	SQ FT	\$
CITY OF FENTON	LB	\$	SQ FT	\$
VILLAGE OF FOWLerville	LB	\$	SQ FT	\$
VILLAGE OF MILFORD	LB	\$	SQ FT	\$
% discount of unit price if all contracts awarded.				
		%		

THIS PROPOSAL IS NOT-TO-EXCEED:

CITY OF WIXOM: \$45,000 BY 6/15
CITY OF FARMINGTON: \$50,000 AFTER 7/1
CITY OF FENTON: \$50,000
VILLAGE OF FOWLerville: \$15,000 BY 10/1
VILLAGE OF MILFORD: \$25,000

Equipment being utilized:

Materials being utilized:

PLEASE PRINT/TYPE:

Company Name: _____

Address: _____

Agent Name & Title: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Agents Signature: _____ **Date:** _____

WARRANTY: Manufacturer's standard warranty shall apply to materials unless specified otherwise. This Contractor shall guarantee his work for a period of two (2) years from date of final acceptance against defects due to faulty workmanship or material.

The Bidder, in compliance with the RFP and having carefully examined the bidding documents, proposes to furnish equipment and services as are necessary to perform all the work stated in accordance with the contract documents for the Bid. The undersigned understands that the Municipalities reserve the right to accept or reject, in whole or in part, any and all proposals, to waive informalities and irregularities therein, to award the contract to other than the lowest Bidder. The Municipalities reserve the right to award the contract to one or more contractors if it is in the best interest of the Municipality. The undersigned submits this proposal in accordance with the terms and conditions of the RFP and hereby affixes authorized signatures representing:

_____ An individual doing business as

_____ A Partnership - State the full names of the general partners:

_____ A Limited Liability Company, organized in the state of _____

_____ A Corporation, organized in the state of _____

_____ A Joint venture formed between _____ and _____

Signature

Date

Printed Name

Title

Company Name

Phone Number

Address, City, State, Zip

Appendix B

**CITY OF WIXOM, CITY OF FARMINGTON, CITY OF FENTON,
VILLAGE OF FOWLerville and the VILLAGE OF MILFORD**

Qualifications Questionnaire

OVERBAND CRACK SEALING/ SEAL COATING 2023

The vendor/contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Company: _____

Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Website: _____

Agent's Name (please print): _____

Agent's Title: _____

Email Address: _____ Cell Phone Number: _____

1. Organizational structure (Corporation, Partnership, etc.): _____
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No _____ Yes _____ When: _____
3. How many years has your organization been in business under its present name? _____
4. Under what other or former names has your organization operated? _____

5. How many full time employees? _____ Part time? _____
6. Address of your local facility _____

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

8. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of

experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

9. Will you be using any subcontractors for any work that may be performed under the specifications or that the Municipality may request? If so, provide company name.

10. References: Provide at least four (4) references of recent contracts comparable in scope to this RFP, one (1) of which must be a municipality or local government, for work performed within the past three (3) years. Use an additional sheet if you have more references to provide.

Company Name _____
Company Address _____ Contact
Name _____ Phone Number _____ Length
of Contract _____
Type of Services Provided

Company Name _____
Company Address _____ Contact
Name _____ Phone Number _____ Length
of Contract _____
Type of Services Provided

Company Name _____
Company Address _____ Contact
Name _____ Phone Number _____ Length
of Contract _____
Type of Services Provided

Company Name _____
Company Address _____ Contact
Name _____ Phone Number _____ Length
of Contract _____
Type of Services Provided

11. Provide any additional information you would like to include which may not be included within this questionnaire:

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: _____

Representative's Name (Please Print) _____

Date: _____

Appendix C Contractor Insurance Addendum

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this addendum, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Municipalities. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **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) exclusion, if applicable.
3. **Automobile Liability** including Michigan No-Fault Coverages, 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, non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability, Automobile Liability, and Cyber Liability as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford as additional insured, coverage afforded is considered to be primary and any other insurance The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Wixom, City Manager, 49045 Pontiac Trail, Wixom, Michigan 48393, The City of Brighton, City Manager, 200 N. First Street, Brighton, MI 48116, The City of Farmington, City Manager, 23600 Liberty Street, Farmington, MI 48335, City of Fenton, City Manager, 301 S. Leroy St., Fenton, MI 48430, City of Howell, City Manager, 611 East Grand River Ave., Howell, MI 48843, Village of Fowlerville, Village Manager, 213 S. Grand Ave., Fowlerville, MI 48836, Village of Pinckney, Village Manager, 220 S. Howell, Pinckney, MI 48169.
6. **Proof of Insurance Coverage:** The Contractor shall provide The City of Wixom, City of Farmington, City of Fenton, Village of Fowlerville and the Village of Milford at the time the contracts are returned by it/him/her for execution, a Certificate of Insurance, as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Municipalities at least ten (10) days prior to the expiration date.