



REQUEST FOR PROPOSALS

Department of Public Works *Asphalt Spot Repair*

Purpose

The Meridian Township Department of Public Works is requesting proposals for as-needed spot asphalt repairs at various locations throughout the Township. The work includes placement and operation of traffic control devices, removal of existing pavement or temporary surface course materials (millings, aggregate, cold patch, etc.), placement and compaction of new bituminous materials, and removal of traffic control devices in a workmanlike and timely manner.

The Township may enter into a one (1) year contract, with the option to renew as specified in the attached contract. The Township may award to multiple contractors to ensure access to timely repair work.

Background

The Meridian Township Department of Public Works operates and maintains over 158 miles of potable water mains, 190 miles of sanitary sewer mains, and an expanding system of paved off-road trails. During breaks and repairs in the water and sewer systems the Township regularly requires associated asphalt repairs to roadways, parking lots, and driveways. Additionally, occasional spot repairs are required on the off-road trails.

Over the last five (5) years, the average has been approximately 22 separate repair locations, using 234 tons of HMA 13A, and eight (8) tons of 21AA aggregate annually.

Proposal Scope

The intent of this proposal and the resulting contract (attached) is to provide the Township with the ability to utilize, as-needed, specific prices for listed pay items. For the specific pay items listed on Page 3, include all necessary costs for the successful completion of the particular pay item unit, including, but not limited to, labor, equipment, material, overhead, maintenance, fuel, and profits.

Please provide, at a minimum, the following information in your proposal:

1. Pricing information for the pay items listed on Page 3;
2. A comprehensive description of the services offered by your company, outside of the paving items listed (e.g. use of a mini-mill, use of an infrared heater, etc);
3. An emergency contact phone number; and,
4. Any other company information for use in evaluating the proposal.

If the contract is awarded, the Contractor's Proposal will be incorporated as Exhibit "A", along with the items listed below.

Asphalt Repair Specifications

- **Traffic Control** – Provide traffic control in accordance with MMUTCD and ICRD permit specifications.
- **Asphalt Spot Repair** – Sawcut the existing pavement to the full depth prior to removal, limits as marked by the Engineer. Pavement thickness shall match the existing pavement, unless otherwise directed by the engineer, but be no less than five (5) inches thick in roadways; four (4) inches thick in parking lots; or three (3) inches thick in driveways. Removal of existing pavement or patch material is included in this item.

Provide hot mix asphalt meeting the requirements of Marshal Mix **HMA 13A** for the new pavement material. Place asphalt using a paving machine in lifts no greater than 2.5 inches with a bond coat of 22-IH emulsion applied on horizontal and vertical faces between each lift.

- **Aggregate Base, 21AA** – Where specified, place, shape, and compact aggregate meeting 21AA gradation.

Permit Requirements

The Township will provide the Contractor with a list of repairs at the start of each construction season while the contract is in force. The Contractor shall secure the necessary right-of-way (ROW) permit from the Ingham County Road Department (ICRD).

Testing Requirements

Any required testing will be performed by SME (517.887.9181). The Contractor is responsible for scheduling the testing, as directed by the Engineer. The cost of testing will be paid by the Township.

Rights Reserved by the Township

The Charter Township of Meridian reserves the right to reject any or all proposals, waive irregularities in submitted proposals in the best interest of the Township, to reissue RFP's, and to request additional information. The Township reserves the right to negotiate the terms and conditions of all or any part of the project or to accept any proposals determined by the Township to be in the best interest of the Township and successful completion of the project.

Deadline for RFP Submission

Friday, May 13, 2022 by 11am. Submit a letter with all of the information as described above in the Scope, as well as all applicable Pay Items below.

Further Information

For further information, please contact:

Nyal Nunn

Senior Project Engineer

nunn@meridian.mi.us

W 517.853.4468 | F 517.853.4095

5151 Marsh Road | Okemos, MI 48864

Proposals may be submitted to Meridian Township, Office of the Clerk, 5151 Marsh Road, Okemos, MI 48864, or to bids@meridian.mi.us. Furnish the proposal with the company name, original or electronic signature, and the following provided on the outside of the envelope or in the subject line:

“PROPOSAL – Asphalt Spot Repair”

If emailed, please send a follow-up email to nunn@meridian.mi.us to confirm receipt.

Criteria for Selection

The following factors will be taken into consideration in the selection process:

1. Qualifications of the firm and individuals responsible for the work
2. Experience with similar projects
3. Price

Other Information

1. Addenda: In the event it is necessary to revise any part of the request for quotes, addenda will be provided to all who received the request.
2. Freedom of Information Act: Responses and contents therein may be eligible for review under the FOIA.
3. Acceptance: The contents may become an obligation if a contract results. The proposal will be incorporated by reference into any resulting contract to the extent accepted by the Township.
4. Contract Compliance: The selected firm will comply with all relevant requirements of Meridian Township.
5. There is no expressed or implied obligation by the Township to reimburse any expenses incurred in responding to the Request for Proposals.

SPECIFIC PAY ITEMS
Asphalt Spot Repair Contract
(Provide pricing for all listed items.)

ITEM DESCRIPTION

UNIT PRICE

Traffic Control.....\$ _____/REPAIR LOCATION or MOBILIZATION

Asphalt Spot Repair.....\$ _____/Ton

Aggregate Base, 21AA.....\$ _____/Ton

(Attach additional pages to include the information requested in the Scope above, i.e. additional services offered by your company, with applicable rates.)

Date: _____ Company Name: _____

By: _____ Address: _____
Signature

_____ Printed Name _____

Title: _____ Phone Number: _____

Email Address: _____



Department of Public Works
Asphalt Spot Repair Contract

This agreement is made and entered into by and between the Charter Township of Meridian, hereinafter called the “OWNER”, and _____, hereinafter called the “CONTRACTOR”;

Witness that in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Services.

The CONTRACTOR agrees to perform certain services for the OWNER, at rates as set forth in Exhibit “A”. This is not an exclusive contract, and the OWNER may hire other contractors. The OWNER agrees to pay the CONTRACTOR as compensation for services in accordance with the process and fee schedule set forth in Exhibit “A”. If deemed necessary by the OWNER, the CONTRACTOR and OWNER will confer to further define specific tasks in the scope of the work and expertise of the CONTRACTOR, and estimate the amount of time to be spent on those tasks. The CONTRACTOR shall perform everything required, and shall provide and furnish all necessary labor, materials, tools, equipment, and utility and transportation services required to perform and complete in a workmanlike manner all the work required for the proposed grounds maintenance work identified in Exhibit “A”, and for performing all related work required for the OWNER under this contract.

2. Response Times.

The CONTRACTOR agrees to complete the specified repairs within 30-days of being notified by the OWNER.

3. Billing and Payment

Except as otherwise set forth in this contract, billing and payment will be in accordance with the conditions set forth in Exhibit “A”. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by OWNER. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the hours billed.

4. Conflicts.

In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or the state of Michigan or any local law, the validity of the remaining terms or provisions shall not be affected, and this contract shall be construed as if it did not contain the particular term or provision.

5. Certification.

CONTRACTOR hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

6. Compliance With Local Rules and Regulations

It is contemplated that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including Meridian Township’s specifications and standards that are in effect on the date of this contract.

7. Insurance.

A. Policies, Coverages, and Endorsements

The Contractor agrees to maintain, or to cause its personnel providing services under this Contract to maintain, at its sole cost and expense, or the cost and expense of their personnel, the following insurance policies, with the specified coverages and limits, to protect and insure the Owner and Contractor against any claim for damages arising in connection with Contractors responsibilities or the responsibilities of Contractors personnel under this Contract and all extensions and amendments thereto.

1. Commercial General Liability

- a. General Aggregate \$2,000,000
- b. Each Occurrence \$1,000,000

Such insurance shall include, but not be limited to, coverage for:

Comprehensive form, Premises-operations, Explosion and collapse hazard, Underground hazard, Products/completed operations hazard, Contractual insurance, Broad form property damage, Independent contractor, Personal injury.

2. Workers' Compensation & Employer' Liability (if applicable)

- a. Medical & Indemnity Statutory Requirements
- b. Bodily Injury by Accident \$500,000 Each Accident
- c. Bodily Injury by Disease \$500,000 Each Employee
- d. Bodily Injury by Disease \$500,000 Policy Limit
- e. Employers Liability \$500,000

3. Automobile Liability

Including hired and non-owned Automobiles \$1,000,000 (Combined Single Limit)

Such insurance shall include, but not be limited to, coverage for:

Comprehensive form, Owned vehicles, Hired vehicles, Non-owned vehicles

C. Owner's Protective Liability

The Contractor shall procure and shall maintain during the life of this Contract Owner's/Contractor's Protective Liability Insurance, listing the Owner as the named insured. The minimum limit of liability shall be not less than \$1,000,000.00 per occurrence/aggregate.

D. Insured Parties

All policies shall contain a provision naming the Owner (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

E. Acceptable Insurance Companies

All insurance companies required by this section shall be: 1) acceptable to the Owner; 2) authorized to do business in the State of Michigan by the Michigan Department of Insurance and Financial Services, and 3) have an A.M. Best Company's Insurance reporting rating of no less than A- (Excellent). Upon request, the Contractor shall submit evidence of such insurance.

F. Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner and its elected and appointed officers, employees, and agents from all claims, damages, costs, lawsuits, and expenses, including, but not limited to, all costs for administrative proceedings, court costs, and attorney fees that they may incur as a result of any acts, omissions, or negligence of the Contractor, its subcontractors, sub-subcontractors, or any of their officers, employees, or agents. This includes but is not limited to injury or death to any person or persons, including the contractors employees, and damage to property. The furnishing by the Contractor of any insurance required by this Contract, or the acceptance or approval thereof by the Owner as provided in this Contract, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the Owner, its elected and appointed officers, employees, and agents as required in this section.

The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

8. Non-Assignability.

Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. Termination.

This contract will be for one year, starting on the award date of _____, 2022, with Township option to renew it at the end of each year of the first two years. Contract extensions beyond calendar year 2022 at the rates listed under Exhibit "A", with price increases as detailed in section 16. **Contract Duration**, are contingent upon the discretion of the Township. The Township at its sole discretion may terminate this contract and only be obligated to compensate the CONTRACTOR for work performed prior to the time of termination. This contract shall terminate upon the OWNER providing the CONTRACTOR with seven (7) days advance written notice. In the event the contract is terminated by the OWNERS' issuance of said written notice of intent to terminate, the OWNER shall pay the CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, the CONTRACTOR has substantially or materially breached the standards and terms of this contract, the OWNER shall have any remedy or right of set-off available at law and equity. The OWNER shall owe no other payments, including any payment for lost profit or business opportunity, and no penalty, to the CONTRACTOR in the event of termination upon notice.

10. Independent Contractor.

All personnel assigned by the CONTRACTOR to perform work under the terms of this contract shall be, and remain at all times, employees or agents of the CONTRACTOR for all purposes. The CONTRACTOR shall make no representation that it is the employee of the OWNER for any purpose.

11. Performance Standards.

The CONTRACTOR shall perform the services in Exhibit "A" in a good and workmanlike manner and in conformity with the best standards of its industry. The OWNER in its sole discretion may cancel this agreement if the CONTRACTOR fails to meet the specifications for the materials and timely completion of assigned tasks.

12. Entire Agreement.

This contract, together with the attached Exhibit "A", is the entire agreement between CONTRACTOR and OWNER, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified, or changed except by written amendment executed by both parties.

13. Non-Discrimination.

The CONTRACTOR shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination with regards to employees and applicants for employment. The contractor and his/her subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, disability, source of income, familial status, educational association, sexual orientation, gender identity or expression, or HIV status. Breach of this section shall be regarded as a material breach of this Contract.

14. Dispute Resolution.

The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation.

Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The parties shall share the mediator's fee equally. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

15. Conflict of Interest.

From the date of this contract through the termination of its service to the OWNER, the CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the expressed approval of the OWNER.

16. Contract Duration.

This contract will be for one year, starting on the OWNER'S signature date, with OWNER's option to renew at the end of each year of the first two years. If renewed, the fee schedule set forth in Exhibit "A" may be increased by an amount not to 5% per year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

CONTRACTOR

WITNESS:

By: _____
Signature

Name: _____

Title: _____

Date: _____

Meridian Township

OWNER

WITNESS:

BY: _____
Dan Opsommer

TITLE: Assistant Township Manager
Director of Public Works & Engineering

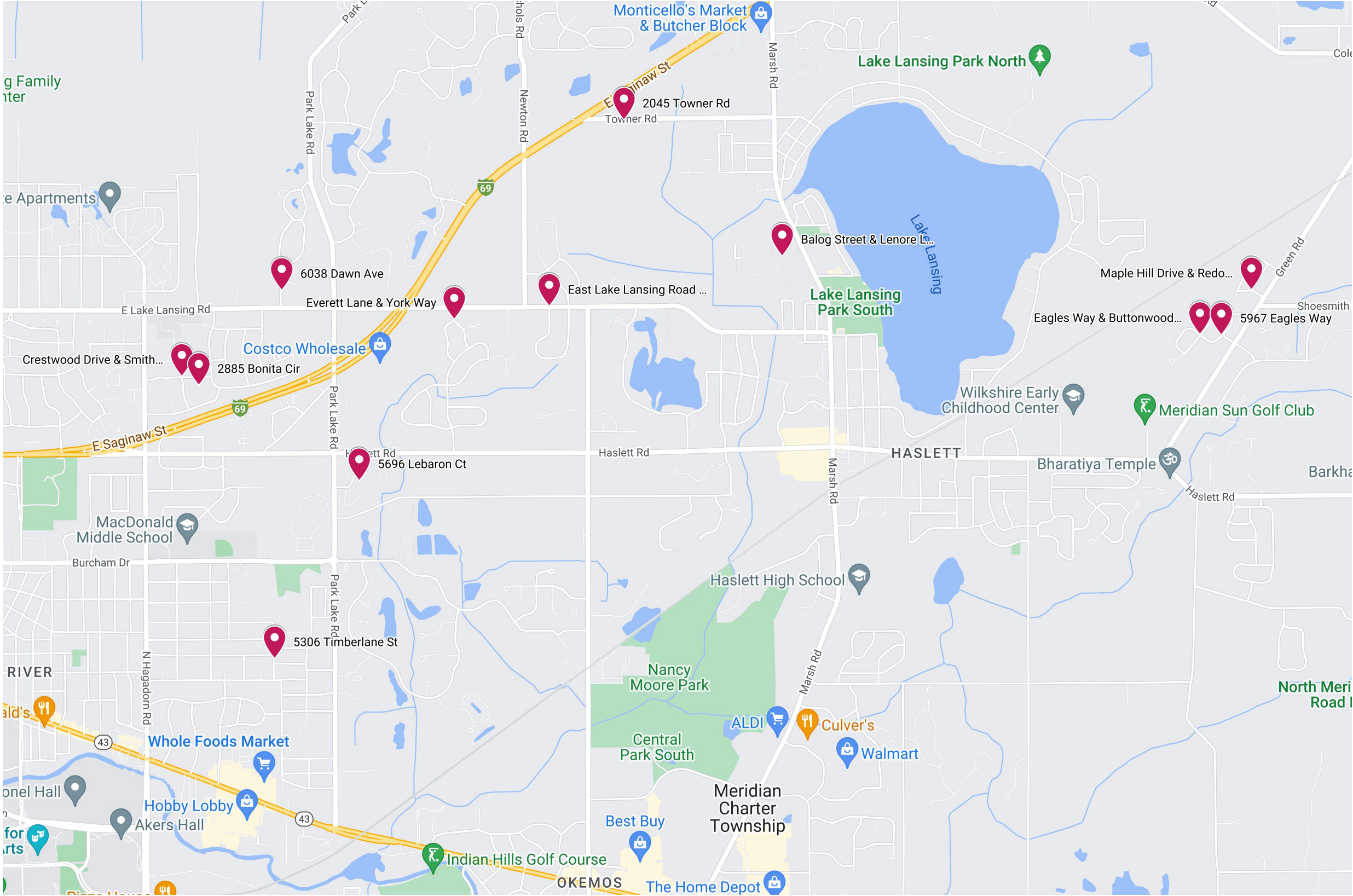
DATE: _____

Asphalt Spot Repair

2022 Locations

4/29/22 Address & Approximate Quantity

- 📍 5306 Timberlane St - 5tn
- 📍 1774 Spring Lake Dr - 12tn
- 📍 Methodist, E of Okemos - 12tn
- 📍 Everett Lane & York Way - 30tn
- 📍 Maple Hill Drive & Redondo Drive - 3.5tn
- 📍 6038 Dawn Ave - 0.5tn
- 📍 5967 Eagles Way - 2tn
- 📍 Eagles Way & Buttonwood Drive, SW - 2tn
- 📍 Balog Street & Lenore Lane - 10tn
- 📍 2885 Bonita Cir - 20tn
- 📍 2045 Towner Rd - 2tn
- 📍 Kinawa Drive & Dobie Road - 7tn
- 📍 Crestwood Drive & Smithfield Avenue - 10tn
- 📍 Lake Lansing Road & West Sleepy Hollow - 5tn
- 📍 5696 Lebaron Ct - 2tn



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