

INVITATION TO BID
MS-2017-002
Sale of Township Property

The Township of Armada is requesting bids for Parcel No. 13-02-10-200-018, consisting of 10.447 acres of vacant land on McPhall Road, the legal description of which is attached hereto, marked Exhibit "A" to the "Agreement to Purchase Real Estate".

I. Bid/Proposal Submission Requirements

A. The proposal/bid shall be a firm fixed price. The proposal/bid **shall be submitted in a sealed envelope by 10:00 a.m. on July 10, 2017. (Bid opening to follow at 10:30 a.m.)**, to Mary Swiacki, Township Clerk, 23121 E. Main, Armada, MI 48005. Bid opening will immediately follow. The submission shall include a completed Agreement to Purchase (Attachment A). Please submit your proposal in a sealed envelope, clearly marked:

Solicitation 2017-MS-002: Bid for Purchase of Township Property

Minimum bid is \$ \$91,000.

All costs incurred for proposal/bid preparation or presentation shall be the responsibility of the bidder.

Questions regarding the handling of bids/proposal shall be directed to the Township Clerk at 586.784.5200.

B. The Township reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Township's sole judgment, to be in the best interest of the Township.

C. Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the solicitation, addenda will be provided on MITN. Deadlines for submission of proposals may be adjusted to allow for revisions.

II. Bid/Proposal Format

Bids shall include the following format.

A. Submittal form (Attachment A). The submittal sheet must be signed by a member of the bidder's firm, empowered to commit the firm to a contractual arrangement with the Township. The bidder shall also identify the person(s) who will be responsible for regular communications with the Township, including overall responsibility for this project. Please provide the background and

experience of these individuals, including experience with similar projects.

B. AGREEMENT TO PURCHASE REAL ESTATE (Attachment B).

III. Familiarity with Contract Documents

The submission of a proposal shall be considered as a representation that the bidder has inspected the Property, and that the bidder is satisfied with the character and quality of the Property. The bidder is cautioned to carefully read and become thoroughly familiar with the Agreement to Purchase Real Estate. The Agreement to Purchase Real Estate shall be controlling as to the obligations of the bidder, and, in the event of any ambiguity or inconsistency, shall control and supersede any of the statements made in the Notice of Sale of Township Property or Instructions to Bidders.

IV. Multiple Bidding Prohibited

More than one (1) bid under the same name or different names, from any individual, proprietorship, partnership, co-partnership, firm, company, corporation, association or limited liability company shall not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid will cause the rejection of all bids in which the bidder is interested. If there is cause for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Bidders must submit with their bid a signed and notarized statement of non-collusion on the form attached to these bid documents.

V. Township Review, Evaluation, Selection and Award

Selection of a winning bid/proposal will be made at the complete discretion of Armada Township. Armada Township reserves the right to accept or reject any and all bids and to select a bidder on the basis of all relevant factors. All submissions or parts thereof, become property of Armada Township and are subject to the Freedom of Information Act.

VI. Withdrawal of Bid/Proposal

Bids/Proposals may be withdrawn in person by a firm or authorized representative provided their identity is made known and a receipt is signed for the bid/proposal, but only if the withdrawal is made prior to the stated bid/proposal deadline. No bid/proposal may be withdrawn after bid/proposal opening or once the contract has been awarded. In case of error by the firm submitting a bid/proposal, the Township may, at its discretion, reject such a proposal upon presentation of a letter by the firm which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

VII. Preliminary Schedule

Please submit your proposal to meet the following proposed schedule:

- Solicitation Issued: June 7 2017
- Questions from Bidders: Accepted until June 15, 2017. All questions must be in writing and submitted to Armada Township Clerk.
- Deadline for Bid Submission: 10 a.m. July, 10, 2017 – Bid opening at 10:30 a.m.
- **Bid Award: July 12, 2017 at the Township Board Meeting – 7:00 p.m.**
23121 E. Main, Armada, MI 48005

Submittal Sheet
Purchase of Armada Township Property

The undersigned is authorized to submit the following price and is authorized to sign on behalf of the company submitting the bid/proposal.

I hereby state that I am thoroughly familiar with and understand the entire proposed scope of purchase. I hereby state that all the information I have provided is true, accurate and complete. I hereby state that I have authority to submit the proposal which will become a binding contract if accepted by Armada Township.

I hereby state that I do not have any known conflict of interest with Armada Township that would destroy free competition.

This bid is valid for 90 days from the date of the proceeding signature. I hereby state that this bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud.

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

Federal Tax ID# _____

Signed: _____ Date: _____

Name and Title: _____

Firm Name: _____

Address: _____

Phone: _____

Fax: _____ Email: _____

AGREEMENT TO PURCHASE REAL ESTATE - (Attachment B)

1. THE UNDERSIGNED ("Purchaser") hereby offers to purchase vacant land ("Property") situated in the Township of Armada, Macomb County, Michigan, described as follows:

T5N, R13E, SEC 10 COM AT NE COR SEC 10, TH DUE W 342.15 FT ALG N SEC LINE TO
POB, TH S 0 DEG 46' W 1330.56 FT, TH S 89 DEG 55'20" W 341.85FT, TH N 0 DEG 45'16" E 1331.02 FT, TH
DUE E 342.15 FT ALG N SEC LINE TO POB. 10.447 ACRES

Parcel ID# 13-02-10-200-018

Commonly Known As: McPhall Rd.

The purchase price is _____ (\$ _____) Dollars. The sale is a cash sale.

The purchase price includes the sale is to be consummated by delivery of the usual Warranty Deed conveying marketable title.

2. EARNEST MONEY DEPOSIT. Immediately after both parties sign this Agreement, the Seller shall deliver to Greco Title Agency, 36800 Gratiot Avenue, Clinton Township, MI 48035, the depository, the earnest money deposited of Fifteen Thousand (\$15,000) Dollars submitted with Purchaser's bid package. The depository shall hold the deposit in an escrow account as earnest money for the transaction described in this Agreement to evidence the Purchaser's good-faith intention to consummate this Agreement. The depository agrees to be bound by this paragraph by accepting the amount tendered. If this Agreement is not consummated because the Purchaser fails to perform any of its obligations under this Agreement, the Seller shall notify the depository in writing to give the deposit and any interest to the Seller as liquidated damages for the Purchaser's failure to complete this Agreement. If the transaction contemplated by this Agreement is not consummated because the Seller breaches a warranty or fails to perform any of its obligations under this Agreement, the Purchaser shall notify the depository in writing to return the deposit and any interest to the Purchaser. If the transaction contemplated by this Agreement is consummated, the depository shall give the deposit to the Seller at the closing to be applied to the purchase price of the Property. After receiving written notice from either party that the deposit and interest should be given to that party, the depository shall notify the other party of the demand. If a written objection is not received within five days, the depository may forward the amount pursuant to the notice. If a written objection is received within five days, the depository shall hold the amount until the parties resolve their dispute and each notifies the depository in writing of the resolution or the depository shall file an interpleader action and pay the money to the court.

3. WARRANTIES BY THE SELLER. The Seller warrants to the Purchaser and shall certify to the Purchaser at the closing as follows:

a. The seller has full authority to enter into and to perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation or commitment that the Seller has to any partners or third parties.

b. Except as disclosed in this Agreement, the Seller is not a party to any Agreement or otherwise bound under any obligation with any other party who has any interest in the Property or the right to purchase or lease the Property.

c. Except as otherwise stated in this Agreement, the Seller's interest in the Property will be transferred to the Purchaser at the closing, free and clear of all liens, encumbrances, charges, and adverse³ claims, contractual or other, except for beneficial utility easements of record.

d. There are no suits, actions, or proceedings pending or, to the best of the Seller's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the Property or to which the Seller is or may become a party in connection with the Property.

e. The Seller has no notice or knowledge of

(1) any government agency or court order requiring repairs, alterations, or corrections of any existing conditions; or

(2) any request by an insurer or a mortgagee of the Property requiring repairs, alterations, or corrections of any existing conditions.

f. Seller has, or will obtain by closing, good and marketable title to the subject Property, free and clear of all mortgages, liens, security interests, pledges, charges or other encumbrances, except for beneficial utility easements of record.

g. Seller has received no official or written notice of any condemnation proceedings against the whole or any part of the Property and has no reason to believe that any agency is contemplating condemnation proceedings against the whole or any part of the Property.

h. Neither this Agreement nor any Exhibit hereto or other written material furnished by or on behalf of Seller contain any untrue statement of a fact or omit to state a fact necessary in order to make the statements contained herein not misleading.

i. Seller has no knowledge of (i) any agreements of sale other than this Offer, options or other rights of third parties, to acquire the Property; (ii) any unrecorded lease, claim, restriction, covenant, agreement, or encumbrance affecting all or any portion of the Property; or (iii) any other agreements which would otherwise affect the Property.

4. SURVIVAL OF THE WARRANTIES. The warranties of the parties in this Agreement shall survive the closing. The act of closing shall not bar either party from bringing an action based on a warranty of the other party.

5. TITLE INSURANCE & OBJECTIONS TO TITLE.

a. Evidence of Title. Within ten (10) days from Seller's acceptance of this Agreement, as evidence of title, Seller shall order a commitment for a policy of title insurance from the Greco Title Agency bearing

a date subsequent to this Agreement Date in an amount not less than the purchase price and offering to guarantee marketability of the title of the Property. The commitment shall be delivered to Purchaser immediately upon issuance thereof. In the event Seller does not order the commitment as required herein, Purchaser may do so. Failure to order the commitment does not constitute a breach of this Agreement. Seller shall pay for the policy of title insurance issued pursuant to said commitment.

b. Title Objections. If Purchaser objects to title Purchaser must notify Seller of the same within ten (10) days of receipt of evidence of title. Notice shall be by a written opinion of Purchaser's attorney specifying the particular defects claimed. Seller may, but shall not be obligated, to either (1) remedy the title defect claimed or (2) obtain title insurance as required herein either of which must be done within thirty (30) days of the notice of defects. If Seller eliminates the defects claimed within the time specified Purchaser agrees to complete the sale within ten (10) days of written notice thereof. If Seller elects not, or is unable, to remedy the defects claimed, Purchaser may either close and accept such title as Seller is able to convey in full satisfaction of Seller's obligations herein, or receive a return of all monies deposited hereunder in full termination of this Agreement.

6. CONDITIONS PRECEDENT FOR PERFORMANCE BY THE PURCHASER. The obligation of the Purchaser to consummate the sale contemplated by this Agreement is subject to the fulfillment of the following conditions before closing. The Purchaser may waive these conditions in writing.

a. Each of the Seller's warranties shall be true As though made again on the closing date, and no warranty shall be breached before the closing.

b. The Seller shall perform and comply with all its obligations under this Agreement by the closing.

c. There shall be no material adverse change in the Property and no encumbrance on the title to the Property from the date of this Agreement to the date of the closing.

d. No action or proceeding to restrain, prohibit, or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies, or liens shall be filed or in effect regarding the transaction contemplated by this Agreement or the Property.

e. All bills and expenses that the Seller has incurred for utilities, services, supplies, or other related items for the Property shall be paid by the Seller at or prior to closing.

f. Purchaser shall have sixty (60) days from the date of execution of this Agreement to familiarize himself/herself with the physical characteristics of the Property and any environmental conditions which Purchaser, in his/her sole discretion, may deem relevant to his/her intended use of the Property. During this period, Purchaser and his/her agent shall have the right to enter the Property to determine the Property's suitability for Purchaser's intended use. All tests shall be conducted in a reasonable workmanlike manner at the sole cost, expense and liability of Purchaser and any damage to the Property shall be repaired by Purchaser.

In the event Purchaser is unable to satisfy himself/herself within the time period set forth above that the Property is suitable for his/her intended use, Purchaser may cancel this Agreement by advising Seller in writing prior to the expiration of that period. Cancellation by Purchaser shall terminate all rights and obligations of both parties hereunder and all monies deposited by Purchaser pursuant to paragraph 2 shall be returned forthwith. In the event Purchaser shall fail to notify Seller of his/her intentions to cancel this Agreement, the same shall constitute a waiver of these conditions. Purchaser agrees to expedite his/her examination of the Property.

7. CONDITIONS PRECEDENT TO PERFORMANCE BY THE SELLER. The obligation of the Seller to consummate the sale contemplated by this Agreement shall be subject to the fulfillment of the following conditions before the closing. The Seller may waive these conditions in writing.

a. Each of the Purchaser's warranties shall be true as though made again on the closing date, and no warranty shall be breached before the closing.

b. The Purchaser shall perform and comply with all its obligations under this Agreement by the closing.

8. TERMINATION. If either Purchaser or the Seller is not obligated to complete this Agreement because a Condition Precedent is not met, that party may terminate this Agreement by notifying the other party of the intention to terminate this Agreement and the reason. The Purchaser or the Seller may waive any obligations of the other party without prejudicing the right to subsequently assert other conditions or to make a claim against the other party for the breach of a condition or warranty.

9. CLOSING DATE AND PLACE. If this Offer is accepted by Seller and if title can be conveyed in the condition required hereunder, this sale shall close within thirty (30) days after Purchaser's receipt of a satisfactory title commitment as required in Paragraph 5 or thirty (30) days after the expiration of the period set forth in Paragraph 6(f), whichever is later. The closing shall take place at the Greco Title Agency in Clinton Township, Michigan.

10. ENCUMBRANCE REMOVAL. Any existing encumbrance on the Property which Seller is required to remove hereunder may be paid and discharged with the purchase money at the time of closing or, at the election of Purchaser and with the consent of Seller, assumed by Purchaser and the amount thereof deducted from the proceeds due to Seller.

11. CONDITION OF PROPERTY. Except for defects of which Seller has actual knowledge, Purchaser, based upon the initial inspection of the Property knows the condition of the Property and is purchasing the same "as is".

12. PRORATIONS. All taxes on the Property which are due and payable on or before the date of closing shall be paid by Purchaser. At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority, and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of the closing to the next date upon which said tax shall become due bears to 365. Taxes shall be considered as

paid in advance. Special assessments for public improvements which have been confirmed by public authority at the date of this Agreement shall be the sole obligation of Purchaser. All taxes of any kind levied upon the transfer of real property imposed as a consequence of this transaction or documentary stamps to be affixed to any document executed pursuant to this Agreement shall be paid by Purchaser.

13. DEFAULT. In the event of default by Purchaser, Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. In the event of default by Seller, Purchaser may, at his/her option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire deposit in full termination of this Agreement. If two or more persons execute this Agreement as Purchaser, their obligations shall be joint and several.

14. CONSTRUCTION. Whenever the singular number is used, the same shall include the plural and the neuter, masculine and feminine genders shall include each other. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no other implications shall be drawn therefrom.

15. ENTIRE AGREEMENT. Time is of the essence of this Agreement. Seller and Purchaser acknowledge that they have read the entire contents hereof and are familiar with the provisions contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force of effect. This Agreement may only be changed, or modified or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

16. BINDING EFFECT. The covenants herein shall be binding upon and shall enure to the benefit of Purchaser and Seller and their respective executors, heirs, legal representatives, successors, administrators and assigns. These covenants shall survive the closing for the sale of the Property.

17. SUCCESSORS AND ASSIGNS. This Agreement shall bind and benefit the parties and their successors and assigns.

18. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by Michigan laws. Any actions concerning this Agreement shall be brought in Macomb County, Michigan.

19. NOTICES. Any notices required by this Agreement shall be served personally or by registered mail, certified receipt requested, to the party for whom it is intended at the address listed at the beginning of this Agreement.

20. EFFECTIVE DATE. This Agreement shall be effective when all the parties listed below have signed this Agreement.

WITNESS:

Dated _____

WITNESS:

Dated _____

PURCHASER:

(Print Name) _____

SELLER:

TOWNSHIP OF ARMADA
A Michigan Municipal Corporation

BY: _____

Purchaser acknowledges receipt of Seller's signed acceptance of this Agreement.

Dated _____

EXHIBIT A

Legal Description

T5N, R13E, SEC 10 COMM AT NE COR SEC 3, TH N 89 DEG 15' 50" W 246.55 FT ALG N SEC LINE TO PT OF
BEG, TH S 0 DEG 21' 10: W 1501.78 FT, TH N 88 DEG 51' 50" W 246.57 FT, TH N 0 DEG 21' 10" E 1500.06
FT, TH 2 89 DEG 15' 50" E 246.56 FT ALG N SEC LINE TO PT OF BEG. 8.495 A.

ARMADA TWP 2015 MAPS



MC PHALL