



Request for Proposals (RFP)

for

**The construction of a new pole barn addition
for the AuSable Township Department of Public Works**

Issued: Monday February 26, 2018

Deadline for Final Submission of Questions: Monday March 19, 2018

Bid Date and Time: Friday March 30, 2018 at 3:00 p.m.

Public Bid Reading: Friday March 30, 2018 at 3:00 p.m.

Anticipated Contract Award Date: Wednesday April 4, 2018

Anticipated Notification of Contractor Selection Date: Wednesday April 4, 2018

Bid packaged will be made available to general contractors on Friday February 23, 2018 at 2:00 p.m., available at the AuSable Township Hall or electronically at www.ausabletownship.net in the form of a PDF.

Leisa Sutton, Superintendent
Charter Township of AuSable

Introduction

The Charter Township of AuSable invite proposals for the construction of an addition to the existing AuSable Township Department of Public Works building located at 4280 Lamrock Way.

The Charter Township of AuSable is the Owner of the Property

This project will be a tax-exempt project. Federal Tax ID number will be made available upon request.

Project Summary

The proposed addition will be located at 4280 Lamrock Way to the existing Department of Public Works building on a township-owned parcel of land.

The proposed addition will be a 40' x 60', 2,400 square foot pole barn with exterior to match the existing structure. The addition will have three (3) 14-foot overhead bay doors and one (1) steel entry door which will need to be mounted. Three floor drains will be needed, one for each bay. The floor will be a concrete floor and an approach pad that spans the existing and new building frontage.

Questions may be submitted, by email, until the deadline for questions noted above. Questions will be answered by the appropriate individuals and answered within 3 business days. Questions and answers will be shared with all bidders via the Township Website.

Project Schedule

Unless negotiated otherwise, project construction shall commence at such a date that the project is completed no later than October 1, 2018. Contractors shall submit a complete proposed construction schedule with their bid, confirming a completion date not to exceed October 1, 2018.

Permitting and Inspections

State of Michigan Construction Permit will be obtained by the Contractor prior to the construction start.

Township of AuSable Permit will be obtained by the Contractor prior to the construction start.

All required construction trade permits and inspections are the responsibility of the Contractor.

Submission Requirements

Each bidding contractor is required to provide three reference projects of similar building type, scope and size completed by the bidding contractor in the last 10 years, including contact information for each project's owner or owner's representative. Contact information shall include current phone numbers.

Each bidding contractor is required to submit a proposed construction schedule.

Submission Procedure

Proposals conforming to the requirements set out in this RFP must be received by AuSable Township Superintendent Leisa Sutton by email, or by US mail, courier, or in person no later than the deadline given above.

Leisa Sutton, Superintendent
311 Fifth Street
AuSable Township, MI 48750

superintendent@ausabletownship.net

Electronic submissions shall include the Bid Form, reference projects, and the contractor's proposed schedule. All components of the submission shall be in Adobe Acrobat PDF format. All submissions shall be formatted to print on 8 1/2 "x 11" letter-sized paper.

Proposals must state that the bids are valid for a period of at least forty-five (45) days.

Return receipts will be issued as soon as the emailed bid is received. Regardless of transmission method, no bid received after the time and date specified shall be considered.

Physical proposals must be submitted in sealed opaque envelopes and marked:

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The name and address of the bidder must also appear on the envelope.

AuSable Township may consider any bid not prepared and/or not submitted in accordance with the provisions hereof as incomplete. AuSable Township reserves the right to waive irregularities and to reject any and all bids. AuSable Township also reserves the right to negotiate with the selected bidder in the event that the price exceeds projected cost estimates.

Modification of Bids

Modification of bids already submitted will be allowed if submitted in writing prior to the bid date and time noted in this Request for Proposals. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised bids.

Opening, Evaluation and Contracting

The Charter Township of AuSable will publicly read each contractor's proposed bid value and the value of their proposed alternates at 3:00 PM on Friday March 30, 2018.

Note that the Charter Township of AuSable is not legally obliged to select the lowest bid. The Charter Township of AuSable reserves the right to select the contractor they deem the best fit to perform this

work and best able to fulfill the interests of the Township. The Charter Township of AuSable will review all submitted proposal materials prior to selecting a contractor for this project.

All proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the bids best fulfills the needs of The Charter Township of AuSable and this project. The Charter Township of AuSable anticipates entering into a contract with the successful bidder to execute the proposed work. One week following the announcement of the selected Contractor, unsuccessful proponents may call the RFP Contact to obtain a verbal debrief.

All proposals upon submission become the property of the Charter Township of AuSable. This Request for Proposal does not commit The Charter Township of AuSable to award a contract, to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered. The Charter Township of AuSable reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors or to cancel this Request for Proposals, if it is in the best interest of The Charter Township of AuSable to do so.

Forms of Agreement

The Charter Township of AuSable anticipates using the AIA 101-2007 – Standard Form of Agreement between the Owner and Contractor where the basis of payment is Stipulated Sum as the contract for this project. The contractor will have an opportunity to propose acceptable alterations to this agreement.

Disbursements

The BID template submitted by bidders will be used as a schedule of values for the project. Requisitions shall be based on the schedule of values. Contractors shall use AIA 'G702-1992' application and Certificate for Payment.

Guarantee, Service Contract and Warranties

The successful bidder will be required to guarantee that all work, including any and all labor and materials, shall remain free of defects for one (1) full year after project completion. Manufacturer's Warranties and other Architectural Warranties shall be collected, bound and submitted to the Owner for their record and possible future use.

Insurance, Warranties and Indemnification Requirements

1. The independent Contractor represents and warrants that:
 - a. The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standard prevailing in the industry and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations, where applicable;

- b. The Independent Contractor will perform the Services in accordance with the specifications established by the Township
2. The Independent Contractor shall comply with all of the Township's standards and procedures when working on-site at the Township
3. The Township shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or other assistants in the course of performing this Agreement.
4. The Independent Contractor hereby indemnifies and holds harmless the Township, its board of directors', employees, agents or underwriters from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("loss") which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Township shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Township and provide reasonable assistance in defending any such claim.
5. The Independent Contractor will carry applicable liability insurance (including malpractice or professional insurance, when warranted) relative to any service that [he or she] performs for the Township with limits of liability not less than \$1,000,000 per Occurrence with an Aggregate limit of liability and not less than \$2,000,000 during the entire term of the Agreement. It is further agreed and understood the Independent Contractor will name the Township as an Additional Insured using CG2010 11/85, or both CG 2010 07/04 and CG 2037 07/04 or its (their) equivalent. Automobile Liability with limits of liability not less than \$1,000,000 per Occurrence. Where applicable, the Independent Contractor will furthermore comply with the State of Michigan Workers' Compensation Act.
6. Each Bidder shall furnish, if applicable, a performance bond covering the complete execution of the project according to the contract documents and a payment bond covering payment of any and all obligations associated with the project. The cost of these bonds shall be identified on the Bid Form.