



## *Charter Township of Brandon*

395 Mill St. PO Box 929  
Ortonville, Mi. 48462  
(248) 627-2851  
[www.brandontownship.us](http://www.brandontownship.us)

Kathy Thurman, Supervisor  
Candee Allen, Clerk  
Terri Darnall, Treasurer  
Scott Broughton, Trustee  
Dana DePalma, Trustee  
Kris Kordella, Trustee  
Robert Marshall, Trustee

# **REQUEST FOR PROPOSALS**

**September 18, 2017**

## **BRANDON TOWNSHIP DRIVEWAY REPLACEMENT BRANDON TOWNSHIP OFFICE BUILDING**

**PROJECT:** Installation of a new driveway/parking area at the Brandon Township office building at 395 Mill St. Ortonville, Mi. 48462

**OWNER:** Charter Township of Brandon  
395 Mill St., PO Box 929  
Ortonville, Mi. 48462-0929  
Office Hours: 8:30a.m. To 5:00 p.m.  
Main Phone: (248) 627-2851  
Website: [brandontownship.us](http://brandontownship.us)

**CONTACT:** Supervisor, Kathy Thurman  
Phone: (248) 627-4918  
Fax: (248) 627-6938

## ADVERTISEMENT FOR BIDS

The Charter Township of Brandon will receive sealed bids for the replacement and installation of a new driveway and parking area at the Brandon Township office building at 395 Mill St. Ortonville, MI 48462.

Sealed bids may be mailed or delivered personally to the office of Brandon Township Clerk Candee Allen at the above address and must be received **no Later than October 16, 2017 at Three thirty O'clock p.m.** The bid proposal shall be placed in a sealed envelope, including all enclosures, etc. and labeled as follows:

“ATTENTION: CLERK’S OFFICE”  
“BID PROPOSAL FOR DRIVEWAY AND PARKING AREA REPLACEMENT”  
BRANDON TOWNSHIP, MICHIGAN”  
**Contractor’s Name**  
**Contractor’s Address**

No verbal, emailed or telephoned proposals or modifications shall be considered.

Proposals shall be opened publicly and read aloud on the date and at the time cited herein as follows:

Date: October 16, 2017  
Time: 4:00 p.m.

Place: Brandon Township Meeting Room  
395 Mill St,  
PO Box 929  
Ortonville, MI 48462

The process by which a Contractor will be selected may not be based upon the bid price alone. Two or three low bidders may be required to submit statements of qualification, which will include project descriptions, bid prices, final contract prices and references on three projects currently under construction or recently completed. Brandon Township may also interview the low bidders to discuss their qualifications, the completeness of their bids, their understanding of the work, any alternatives or discrepancies they or their subcontractor would like to discuss before a contract is signed. A recommendation by the Township Supervisor will be presented to the Township Board.

Brandon Township reserves the right to waive any informality in any proposal or to reject any or all proposals, in whole or in part, should it be deemed in the Owner’s best interests to do so.

All proposals shall remain firm for a period of sixty (60) calendar days after official opening of bids.

## **BIDDER'S REPRESENTATION**

Each Bidder represents he has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

## **BIDDING PROCEDURE**

Bids shall be submitted in duplicate.

Two copies of the Proposal and references submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Township as follows:

“ATTENTION: CLERK’S OFFICE”  
“BID PROPOSAL FOR DRIVEWAY AND PARKING AREA REPLACEMENT”  
BRANDON TOWNSHIP, MICHIGAN”  
**Contractor’s Name**  
**Contractor’s Address**

Bids shall be submitted on or before **October 16, 2017, 3:30 p.m.** Bidders assume full responsibility for delivering their bid proposal on time to the designated place.

A bid may not be modified, withdrawn or cancelled by the bidder for a period of sixty (60) days after Bid Opening.

## **Description**

Brandon Township wishes to replace their parking lot driveway. The project will include the complete removal of 14,000 square feet of asphalt, regrading, the addition of 21AA (crushed concrete or limestone) where needed to maintain a 3”- 4” sub-base, compaction of sub-base, and repairing of manholes and monitoring wells to spec. Paving includes a 1.5” layer of 1,100L asphalt base or equivalent, power cleaning and tack coat before applying a 1.5” layer of 1,100T or equivalent. The front parking spaces will require 1,400 square feet of 1.5” asphalt overlay with milled butt joint. Stripe all the same as existing and remove, reinstall and add bumper guards where necessary. Replace ramping to ADA specifications. Please divide pricing into two parts according to diagram and provide total price. Include completion date, warranties and references with bid.

**ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER**

The undersigned Bidder does hereby designate the address given below as the legal address to which all notices, directives, or other communications may be serviced or mailed.

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State and Zip \_\_\_\_\_

The Undersigned hereby declares that he/she has the legal status checked below:

(     )     Individual

(     )     Partnership, having the following partners:  
\_\_\_\_\_

(     )     Corporation, incorporated under the laws of the State of Michigan  
for whom \_\_\_\_\_, whose signature is affixed  
hereto, is duly authorized to execute contracts.

Respectfully submitted:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

## **GENERAL REQUIREMENTS**

### **1. USE OF PREMISES**

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damages to property.
- B. To comply with the regulations governing the use of premises which are occupied and to perform his Contract in such a manner as not to interfere with the operation of the Owners.
- C. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of Work as will not unduly interfere with the progress of his work or the work of any subcontractors.
- D. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- E. To maintain the construction entrance in a safe and secure manner at all times.

### **2. CLEANING**

- A. The Contractor shall at all times keep the Owners' premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractors operations. At the completion of the work contractor shall remove all tools, equipment, and surplus materials and ensure the premises are clean and ready to use. If the Contractor does not attend to such cleaning immediately upon request, the Owners may cause such cleaning to be done by others and charge the cost of same to the Contractor.
- B. All rubbish and debris shall be disposed of off the Owners' property in an approved sanitary landfill site. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.

### **3. TEMPORARY TELEPHONE SERVICE**

- A. No use of the Owners' telephones will be permitted.

### **4. CONTRACTORS MEASUREMENTS**

Before ordering material or doing any Work, contractor shall verify, at the building, all dimensions which may affect his work. He assumes full responsibility for the accuracy of his figures. No allowance for additional compensation will be considered for minor discrepancies between quoted dimensions and actual field dimensions.

## **5. CONTRACTOR'S RESPONSIBILITY**

It is not the responsibility of the Owners to notify the Contractor when to commence, to cease, or to resume work; to give early notice of the rejection of faulty Work; nor in any way to superintend to as to relieve the Contractor of responsibility or of any consequences of neglect or carelessness by him or his subordinates. All material and labor shall be furnished at times best suited for full completion on the date fixed by the Contract. However, construction equipment and material delivery schedules shall be coordinated with and approved by the Owners.

## **6. WORK SCHEDULE**

Before the signing of the Contract, a definite time schedule shall be agreed upon by all parties concerned, and within a reasonable time after the Contractor has been notified by the Owners of being awarded the Contract, he shall submit to the Owners a schedule of operations giving the dates when each part or branch of the Work will be started and completed. The schedule shall be made in such a form as will meet the approval of the Owners.

## **7. LAYING OUT THE WORK**

The Contractor shall lay out all work in accordance with existing clearances and conditions and establish all equipment locations, grades, and lines necessary to construct the project.

## **8. CONTINUITY OF SERVICES**

Continuity of all existing services in the building shall be maintained throughout the construction period.

## **9. USE OF SYSTEM**

The placing of Work or any part thereof into use, even with the Owners' consent shall not be construed as acceptance of the work by the Owners, nor shall it be construed to obligate him in any way to accept improper work or defects.

## **10. STANDARD SPECIFICATIONS**

- A. Code Listing: Any reference to standards of any society, institute, association, or governmental agency which is part of the Building Code in effect for this project shall comply with the edition date published in the referenced edition of the Building Code.
- B. Non-code Listings: Any reference to standards of any society, institute, association, or governmental agency which is not part of the Building Code for this project shall be the edition in effect at the time of opening of work, except as otherwise specifically stated in this Project Notes.

## **11. ACCIDENT PREVENTION AND PROCEDURES**

- A. Promptly report in writing to the Owners all accidents which cause death, personnel injury or property damages, arising out of or in connection with the performance of the work whether on

or adjacent to the site. Where death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owners.

- B. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, promptly report the facts in writing to the Owners.

## **12. PROJECT SAFETY**

- A. The Contractor shall assume full responsibility for complying with and enforcing of all rules and regulations of all Federal, State, and Municipal authorities having jurisdiction, as outlined in the General Conditions, including those of any Occupational Safety and Health Act.
- B. The requirements outlined hereinafter are to be considered minimal, and where the requirements of any of the above authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.
- C. Any items damaged due to failure to comply with these requirements shall be corrected or replaced, to the satisfaction of the Owners without cost to the Owners.
- D. Contractor shall assume full responsibility for enforcing compliance with any protective measures indicated in specific sections of the work.
- E. Contractor shall provide all barricades, night lanterns, guardrails and other safety measures at excavations and other points of danger in accordance with the requirements of Federal, State and Municipal regulations.

## **MODIFICATIONS OF THE GENERAL CONDITIONS**

The Contractor shall purchase and maintain such insurance from a company or companies licensed to do business in the state in which the project is located as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workers' compensation, disability benefit and other similar employee benefit acts:

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis.

The insurance required shall be written for not less than any limited of liability specified in the contract Documents, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.

1. a. Workers' Compensation – Statutory minimum requirements stipulated by the State of Michigan.  
b. Employer's Liability - \$1,000,000
2. Comprehensive General Liability
  - a. Bodily Injury - \$1,000,000 each person/\$1,000,000 each occurrence
  - b. Personal Injury - \$1,000,000 each person/\$1,000,000 each occurrence/\$1,000,000 general aggregate
  - c. Broad Form Property Damage, Including completed Operations - \$1,000,000 each occurrence/\$1,000,000 aggregate (Including X-C-U coverage)
3. Automobile Liability
  - a. Bodily Injury - \$1,000,000 each person/\$1,000,000 each occurrence
  - b. Property Damage - \$500,000 each occurrence
4. Independent Contractors – same limits as above
5. Products and Completed Operations – same limits as above for two (2) years commencing with issuance of final Certificate of Payment
6. Contractual Liability – same limits as above
7. An Umbrella Policy extending all limits to a minimum of an additional \$1,000,000

The Contractor shall also list the Owner as additional insured and provide the owner with a copy of said insurance. The Contractor shall indemnify the Owner from any and all losses caused by or resulting from the Contractor's own work or any of the Contractor's subcontractors, employees and hired persons.