



Charter Township of Brandon

395 Mill St. PO Box 929
Ortonville, Mi. 48462
(248) 627-2851
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 GENERATOR REPLACEMENT BRANDON TOWNSHIP OFFICE BUILDING

PROJECT: Installation of a new generator 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

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 generator 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 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 GENERATOR 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: 3:30 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 GENERATOR REPLACEMENT”
BRANDON TOWNSHIP, MICHIGAN”
Contractor’s Name
Contractor’s Address

Bids shall be submitted on or before **October 16, 2017, 3:00 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 generator with a new generator and necessary equipment sized to accommodate complete service to the Brandon Township Offices should a power outage occur. Please provide descriptions of all necessary items for a complete job with quantities, sizes, labor and pricing, total price, indication of completion date, warranties, any fuel requirements in addition to what is provided, and references.

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 clear of construction vehicles, equipment and materials, and clean of rubbish caused by the Contractors operations. At the completion of the work contractor shall remove all rubbish, all of his tools, equipment, temporary work, and surplus materials (slabs, walls, pipes, ledges, fixtures, etc.) 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. The Contractor will be responsible for all damage from fire which originates in, or is propagated by, accumulations of rubbish or debris.
- C. 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 ELECTRICAL SERVICE

- A. A source of electrical power will be available on the site. The contractor may use Owners' electrical power.
- B. The Contractor shall provide and maintain any additional temporary electrical service required for this Work. At the completion of the work, all such temporary electrical facilities shall be removed and disposed of by the Contractor.

- C. Temporary services shall comply with the regulations and requirements of the current edition of the National Electrical Code and any other local rules and regulations governing temporary electrical installation.

4. TEMPORARY TELEPHONE SERVICE

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

5. SANITARY FACILITIES

Toilet facilities are available on site. Such facilities shall be maintained regularly and be kept in a clean condition.

6. CONTRACTORS MEASUREMENTS

Before ordering material, preparing Shop Drawings or doing any Work, each 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 dimensions on the Drawings and actual field dimensions for those items not assigned unit prices.

7. CONTRACTOR'S RESPONSIBILITY

It is not the responsibility of the Owners to notify the Contractor or subcontractors 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 all Contractors and subcontractors concerned, so that the combined work of all shall be properly and fully completed on the date fixed by the Contract. However, construction equipment and material delivery schedules shall be coordinated with and approved by the Owners.

8. 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.

9. 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.

10. CONTINUITY OF SERVICES

Continuity of all existing services in the building shall be maintained throughout the construction period. Where it is necessary to tie into the existing electrical service, water or waste systems it shall be done as

directed by the Owners. This Contract shall also provide temporary lines or by-passes that may be required to maintain continuous service in the building.

11. GLASS PROTECTION

The Contractor will be held responsible for all breakage or other damage to glass up to the time the Work is completed.

12. FIRE PREVENTION

Take all precautions to eliminate possible fire hazards at the site, including but not limited to enforcing the following requirements:

- A. All combustible debris shall be removed from the building and storage areas on a daily basis, including empty paint containers, oily rags, etc.
- B. All tarpaulin or other covers for stored materials, openings in walls, etc. shall be flameproof.
- C. Paints, thinners or other highly flammable materials shall be stored off the premises. All mixing and preparation shall be restricted to such areas. All such materials shall be handled in accordance with safe practice and the requirements of authorities having jurisdiction, and in no case shall empty containers, oily or paint soaked rags be left in the building at the end of a shift.
- D. No open fires on the site.
- E. Do not store flammable materials at the site.
- F. Gasoline may not be stored at site at any stage of construction.

13. 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 defective materials.

14. 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.

15. INSPECTION AND TESTS

- A. The Owners shall at all times have access to the work wherever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and for observation.
- B. Failure of the Owners, during the progress of the Work, to discover or reject materials or work not in accordance with the Contract Specifications and Drawings shall not be deemed an acceptance thereof nor a waiver of defects therein. No payment or partial or entire occupancy of the premises by the Owners shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.
- C. Where tests are specifically called for in the Specifications, the contractor shall provide 24 hour notification for scheduling.

16. 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.

17. 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.