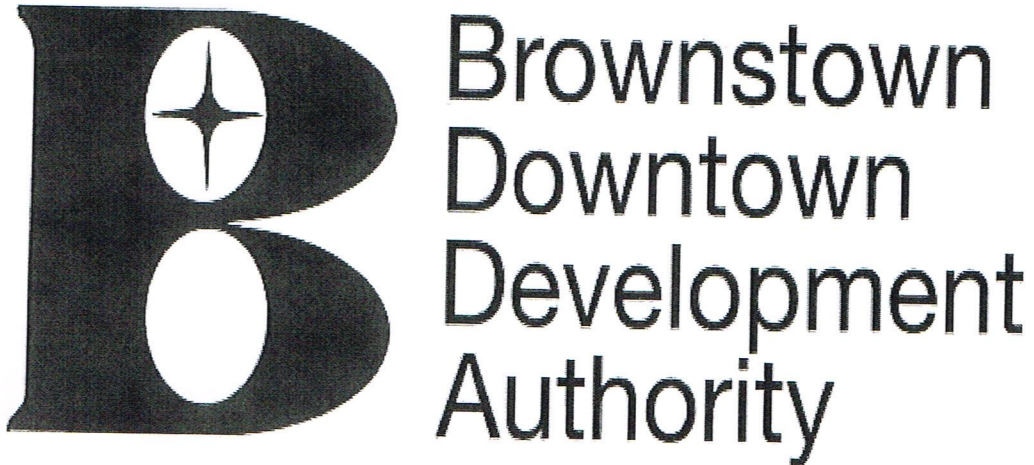


# REQUEST FOR PROPOSAL

## BROWNSTOWN COMMUNITY CENTER IMPROVEMENTS



Sealed Proposals are due on or before 10:00am on Thursday, June 27, 2013  
Submit original proposal and one copy in sealed envelope with label  
"Brownstown Community Center Improvements"

To:

Vern Gustafsson  
Assistant DDA Director  
Charter Township of Brownstown  
21313 Telegraph Road  
Brownstown, Michigan 48183

Pre-Bid Meeting: Wednesday, June 12, 2013 at 1:00pm

Location: Brownstown Community Center  
21311 Telegraph Road  
Brownstown, Michigan 48183

Please direct any questions to:  
Vern Gustafsson  
Assistant DDA Director  
T: 734.675.5913

## Request for Proposal Brownstown Community Center Improvements

Date: May 24, 2013  
Owner: Charter Township of Brownstown Downtown Development Authority  
Contact Name: Vern Gustafsson  
Phone Number: 734.675.5913  
Project Address: Brownstown Community Center  
21311 Telegraph Road  
Brownstown, MI 48183

The Contractor has made him/her familiar with the location of the proposed work, the conditions under which the work is to be performed, and examination of the Bid Proposal, Agreement, and Construction Documents dated May 20, 2013, which you understand and accept as being sufficient for submitting a Bid Proposal. The Contractor proposes to contract with the Township for the furnishing of all labor and material as specified. The Contractor must adhere to the Federal Davis-Bacon Act of 1931 requirements for paying prevailing wages on public projects. All work items will conform to Manufacturer's Installation and ADA Standards. Also work would conform to Township Building and Plumbing Codes and Township and Zoning Ordinances, which all are available for reference in the Township Hall in the Building Department. **A Pre-Bid meeting will be held at the Brownstown Community Center, 21311 Telegraph Road, Brownstown, MI 48183 on Wednesday, June 12, 2013 at 1:00pm to review scope of work and conduct site visit.**

The Contractor must accompany Proposal with a bidders bond or certified or cashiers check payable to the Charter Township of Brownstown Downtown Development Authority for the sum of not less than 5% of the amount bid. If the Contractor does not submit said certified check, cashiers check or bidders bond, then the Township will not consider your bid. In the event the successful Contractor fails or neglects to enter into contract with the Township and furnish the necessary bonds all within fifteen (15) days of the date of the award, the bidders bond or certified or cashiers check shall be forfeited to the Charter Township of Brownstown Downtown Development Authority (Brownstown DDA) as liquidated damages.

If this Proposal is accepted, the Contractor further agrees to furnish evidence of proper state licenses and insurance, registration with the Township, and ability to obtain any necessary permits. The Contractor must also be able to enter into contract with the Township within fifteen (15) days after said acceptance, and complete all work in a timely manner agreed upon with the Township Building Department and Parks and Recreation Department.

1. No late bids accepted.
2. Label project name "Community Center Improvements" on front of sealed envelope.
3. Complete and sign the attached Bid Proposal in sealed envelope along with other requested proposal information.

**Return bids to:** Vern Gustafsson  
DDA Assistant Director  
Charter Township of Brownstown  
21313 Telegraph Road  
Brownstown, MI 48183 (734) 675-5913

**Proposals are to be returned on or before Thursday, June 27, 2013 by 10:00am. Proposals will be publicly opened on Thursday, June 27, 2013 at 10:00am at Brownstown Township offices, 21313 Telegraph Road, Brownstown, MI 48183**

### **Proposal Terms**

1. The Brownstown DDA encourages the Contractor to attend the Pre-Bid Meeting held at the Brownstown Community Center, 21311 Telegraph Road, Brownstown, MI 48183 on Wednesday, June 12, 2013 at 1:00pm to visit areas of the proposed work in order to fully acquaint themselves with existing and future conditions so that they may fully understand any difficulties and restriction attending the execution of the work under the proposed Agreement. The failure or omission to receive and examine any documents, form instruments, addendum or other information, or visit the Community Center and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the Proposal or to the Agreement. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
2. The Brownstown DDA reserve the right to reject any and all Proposals received as a result of the RFP. If a Proposal is selected it will be the most advantageous regarding price, quality of service, the Contractor's qualifications, capabilities to provide the specified service, and other factors which the Brownstown DDA may consider. The Brownstown DDA does not intend to award an Agreement fully on the basis of any response made to the Proposal; the Brownstown DDA reserves the right to consider Proposals for modifications at any time before an Agreement would be awarded, and negotiations would be undertaken with that Contractor whose Proposal is deemed to best meet the Brownstown DDA's specifications and needs.
3. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of 60 days. Failure of the successful Contractor to accept the obligation of the Agreement may result in the cancellation of any award.
4. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP may be adjusted to allow for revisions. To be considered, an original Proposal and one copy at the Community Services Department, Brownstown, MI on or before the date and time specified.
5. Proposals should be prepared simply and economically providing straight-forward, concise description of the Contractor's ability to meet requirements of the RFP.
6. The price quotations stated in the Bid Proposal will not be subject to any price increase from the date on which the Proposal is opened at Brownstown Township offices to the mutually agreed to date of the Agreement.
7. The Brownstown DDA reserves the right to reject low bids, to waive irregularities and/or informalities in any bid, and to make the award in a manner deemed in the best interest of the Brownstown DDA.

## **Proposal Specifications**

The proposal must include all the following information:

1. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the Bid Proposal.
2. Bank references with name and phone number of contact person.
3. At least three current references of similar services listed in the Bid Proposal. Include company name, contact name, and phone number.
4. Bidders bond or certified or cashiers check payable to the Charter Township of Brownstown Downtown Development Authority
5. Bid Proposal.

## Bid Proposal Brownstown Community Center Improvements

Owner: Charter Township of Brownstown Downtown Development Authority  
 Contact Name: Vern Gustafsson  
 Phone Number: 734.675.5913  
 Project Address: Brownstown Community Center, 21311 Telegraph Road, Brownstown, MI 48183

All dimensions given are only estimates, contractor to verify. All materials and labor designated by this Bid Proposal shall be equal to or better than the Township adopted codes and guidelines. Additionally, the price is for complete installation and includes incidental repairs that may be needed to complete the improvements. The Contractor must adhere to the Federal Davis-Bacon Act of 1931 requirements for paying prevailing wages on public projects. Any comments or alterations to this Bid Proposal should be presented to Vern Gustafsson and verified in writing.

Project Description	Quantity	Description	Total Price
<b>Community Center-Two Exterior Restrooms</b>			
Men's Restroom Renovation	1	See Construction Documents (CDs)	
Women's Restroom Renovation	1	See Construction Documents (CDs)	
<b>Community Center-Interior Doors</b>			
3'x7' Wood Door with 9"x 32" Window	9	See Specifications on Sheet CS-001 of CDs	
3'x7' Wood Door without Window	7	See Specifications on Sheet CS-001 of CDs	
3'x7' Double Hinge Wood Door with 9"x9" Window	2	See Specifications on Sheet CS-001 of CDs	
3'x7' Metal Door	6	See Specifications on Sheet CS-001 of CDs	
<b>Community Center-Exterior Doors</b>			
3'x7' Metal Door	3	See Specifications on Sheet CS-001 of CDs	
<b>Community Hall-Flooring</b>			
Repair Concrete Sub-Floor and replace Vinyl Tile in Community Hall	255 SF	Remove quarry tile, add leveling compound, install 12"x12"x1/8" VCT to match existing	
<b>Community Center-Carpeting</b>			
Remove carpeting and replace with low-pile commercial grade carpeting in five offices and reception area	1,130 SF	See Specifications on Sheet CS-001 of CDs	
<b>Community Center Reception Area Counter</b>			
Remodel visitor counter	1	See Specifications on Sheet A-401 of CDs	
<b>Community Center – Exterior Sign Structures</b>			
Fabricate and install exterior sign structures, located on the north side of the Community Center	4	See Specifications on Sheet A-301 of CDs	
<b>TOTAL BID PROPOSAL</b>			<b>\$</b>

**Project Completion**

Please note the approximate time in weeks to complete work following award of contract	
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**ADDENDA:**

If any addendum issued for this job, Contractor shall note receipt in column below and include each addendum with the proposal.

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
URL/email Address

The above individual is authorized to sign on behalf of company submitting the Bid Proposal.

Proposal must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.

## Sample Agreement

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Charter Township of Brownstown Downtown Development Authority hereinafter referred to as "OWNER", and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR", in consideration of the mutual covenants hereinafter sent forth, the parties hereto agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Bid Proposal and Construction Documents dated May 20, 2013 attached hereto as Exhibit A along with all provisions set forth therein at length and shall provide OWNER all warranties as further set forth in Exhibit A. The work is generally described as follows:

#### Brownstown Community Center Improvements

Scope of work includes: Renovations of two exterior restrooms located on the north side of the Community Center; supply and install interior and exterior doors; repair and replace Community hall vinyl floor; remove and install carpet in Community Center's offices and reception area, remodel visitor counter at the Community Center reception area, and fabricate and install four exterior sign structures on the north side of the Community Center.

### ARTICLE 2. CONTRACT TIME

- 2.1 The Work will be substantially completed on or before \_\_\_\_\_, 2013 and completed and ready for final payment on or before \_\_\_\_\_, 2013.
- 2.2 If required by OWNER, all engineering and inspection costs incurred after the specified final completion date shall be paid by the CONTRACTOR to the OWNER prior to final payment authorization. The costs of ENGINEER if necessary that are incurred after the specified final completion date shall be deducted from the CONTRACTOR's progress payment.
- 2.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Completed within the time specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not Substantially Complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER One Hundred Fifty (\$150.00) Dollars for each day that expires after the time specified in paragraph 2.1 for Substantial Completion until the Work is Substantially Complete. Liquidated damages charged shall be deducted from the CONTRACTOR's progress payment.

### ARTICLE 3. CONTRACT PRICE

- 3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Bid Proposal dated \_\_\_\_\_, 2013. All payments shall be made as determined by OWNER following satisfaction review of CONTRACTOR's materials and installation. No payment shall be due CONTRACTOR until such OWNER's approval.

#### ARTICLE 4. PAYMENT PROCEDURES

Progress payments under this Agreement are governed by the provisions of PA 1980, No. 524 (MCLA 125.1561 et seq.). That Act is incorporated herein by reference and made a part of this Agreement. Without excluding any provisions of the Act from this Agreement, but in order to comply therewith and summarize certain provisions, the following shall apply:

- 4.1 The person representing the CONTRACTOR who will submit written requests for progress payments shall be: \_\_\_\_\_.
- 4.2 The person representing the OWNER to whom requests for progress payments are to submitted shall be: Vernon Gustafsson.
- 4.3 The CONTRACTOR's representative, listed above, shall submit Applications for Payment pursuant to Schedule of Payment attached hereto as Exhibit C. The application shall include certification that the work progressed at that period has been performed and that there are no outstanding issues not otherwise agreed to between the parties in writing. Except for this specific modification, applications for Payment will be processed.

#### ARTICLE 5. CONTRACTOR'S REPRESENTATION

In order to induce OWNER in enter into this Agreement, CONTRACTOR makes the following representation:

- 5.1 CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations that may affect costs, progress, performance, or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all reports of investigations and tests of latent physical conditions at the Community Center and site or otherwise affecting cost, progress or performance of the Work which were relied upon in the preparation of the Bid Proposal.
- 5.3 CONTRACTOR has made or caused to made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 5.2 as it deems necessary for the performance of the Work at the Contract Price, within Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contact Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.



ARTICLE 6. CONTRACT DOCUMENTS

The Bid Proposal and Construction Documents dated May 20, 2013 which comprise the entire Contract between OWNER and CONTRACTOR are attached to this agreement, made a part hereof.

ACTICLE 7. MISCELLANEOUS

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on any other party without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law,) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.3 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contact Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in four (4) counterparts. Two (2) counterparts each have been delivered to OWNER and CONTRACTOR. All portions of the Bid Proposal have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_, 2013

Charter Township of Brownstown  
Downtown Development Authority

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_