

Charter Township of Orion

County of Oakland, Michigan



**Request for Proposals
RE-ROOFING AT FRIENDSHIP PARK
FOR
THE CHARTER TOWNSHIP OF ORION
LAKE ORION, MICHIGAN**

February 13, 2020

The Charter Township of Orion is issuing a Request for Proposal (RFP) for Roofing/ Siding

Sealed Proposals: Contractor will deliver one **(1) original** and **two (2) copies** to the following address:

**The Charter Township of Orion
Clerk's Office
2525 Joslyn Rd.
Lake Orion, MI 48360**

Response Due: March 11, 2020 – 11:00 A.M.

Proposals received after the above cited time will be considered a late bid and are not acceptable.

- The envelope should be clearly marked "Orion Parks – Roofing/Siding"
- Please direct procedural questions regarding this RFP to the Clerk's Office
- Please direct technical questions regarding this RFP to Parks & Recreation Director Aaron Whatley 248-391-0304 ext. 3501 or Parks Superintendent David Raftery ext. 3526

Thank you for your interest.

I. PROPOSAL INFORMATION

Definitions	“Bidder”	an individual or business submitting a bid to the Charter Township of Orion
	“Contractor”	One who contracts to preform services in accordance with a contract
	“Township”	is the Charter Township of Orion

II. PROPOSAL TERMS

A. The Charter Township of Orion reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the Charter Township of Orion may consider. The Township does not intend to award a contract fully on the basis of any response made to the proposal; the Township reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the Township’s specifications and needs.

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 to be in the best interests of the Township even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 120 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In Event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, **Three (3) packets, the original and Two (2) copies** must be at the Township on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

CONTRACTOR INFORMATION

The proposal should include all of the following information:

A. Contractor’s Qualifications, years in business, experience in providing the level and type of service specified in the proposal for the Public Sector.

B. At least three (3) references covering similar services for the Public Sector.

III. AWARD

The Charter Township of Orion reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which the Township may consider. The Township does not intend to award a bid fully on the basis of any response made to the proposal; the Township reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the Vendor whose proposal is deemed to best meet the Township's specifications and needs.

You may bid on **ONE (1) or MORE** projects

IV. PROPOSAL SPECIFICATIONS

The Charter Township of Orion is taking bids for Re-roofing of buildings at the following location:

- Camp Agawam Alberici, 1301 W Clarkston Rd., Lake Orion MI 48362
- Camp Agawam Birch Grove, 1301 W Clarkston Rd., Lake Orion MI 48362

The Charter Township of Orion is taking bids for Re-siding of buildings at the following location (samples must be provided):

- Camp Agawam Alberici, 1301 W Clarkston Rd., Lake Orion MI 48362
- Camp Agawam Birch Grove, 1301 W Clarkston Rd., Lake Orion MI 48362
- Camp Agawam Baker Building (Gable only) 1301 W Clarkston Rd MI 48362
- Friendship Park Pavilion "Ceiling/Soffit" 3380 W Clarkston Rd., Lake Orion MI 48362

GENERAL INFORMATION

- A. The Township of Orion is accepting bids from qualified companies to provide the removal and replacement of the roof at the park building in Friendship Park. The work consists of removing the existing shingles, removal and replacement of any damaged or defective building materials, providing and installing new shingles compliant with bid specifications to the Townships satisfaction in accordance with the shingle manufacturer's approved methods. The project spoils and related components/materials shall be removed and properly disposed of daily by the contractor.
- B. The specifications may reference specific makes and models in order to establish a minimum acceptable standard. Such references are not intended to eliminate any manufacturer from the bidding process. Compliance with the "spirit of the specification" is not acceptable. All deviations shall be clearly called out in writing and explained in an attachment to the bidder's submitted proposal. Failure to follow these instructions shall constitute grounds for elimination of the bidder's proposal from consideration. Deviations may be permitted if determined to be in the best interest of the Township. It is at the Charter Township of Orion's sole discretion whether an alternate is deemed equivalent or not.
- C. Shop drawings for the entire project shall be submitted with the bid. All project materials shall comply with all Federal and State Standards.

- D. Payment for the project shall not be approved until all requirements are fulfilled, including warranty registrations and building inspections to the satisfaction of the Charter Township of Orion Parks & Recreation Director and Building Inspectors.
- E. It is the intent of this document to describe in sufficient detail new project materials installed with the manufacturer's approved methods to provide the intended operation. All components, parts, materials, and services not specifically mentioned, which are necessary to provide the completed project to the Township's satisfaction, shall be included and considered incidental to the proposals. The references and reputation of the vendors to complete the project in a timely manner is a significant part of the bid evaluation.

BASE BID SPECIFICATIONS: ROOFING

- A. Supply a dumpster for disposal and remove it after project is complete.
- B. All materials will be guaranteed for a minimum of 15 years (Lifetime preferred). Shingles will include a No leak guarantee for 15 years and all labor will be guaranteed for 15 years.
- C. Remove & dispose of existing roof shingles, felt/underlayment and any damaged roof boards.
- D. Supply & install any required (5) 4'x8' OSB Sheathing and/or 1"x 6" sheathing. Please note 50 lineal feet of materials will be included in the base bid. (Per Roof)
- E. Supply & install new 1-1/2" Aluminum drip edge and rake edging along eaves & gable ends.
- F. Supply & install new Ice guard 6' up entire structure, along all valleys, around flashings, chimneys and/or anywhere else needed.
- G. Supply & install new synthetic underlayment on roof.
- H. Supply & install Pro-Cut starter shingles.
- I. Supply & install architectural shingles. Shingles should close match current color.
- J. Supply & install new venting that meet current building code.
- K. Supply & install new rain collar roof flashing to plumbing stack pipes to ensure watertight seal.
- L. Supply & install Pro-Cut hip & Ridge shingles on all peaks and ridges.
- M. Provide & install new roof vents based upon the shingle manufacturer's calculations for roof ventilation.
- N. Reinstall or provide and install new lightning conductors.
- O. Clean up to include all debris including magnetic rollers.

BASE BID SPECIFICATIONS: SIDING / SOFFIT

- A. Supply a dumpster for disposal and remove it after project is complete.
- B. Remove and dispose of up to (1) layer of existing siding down to the sheathing.
- C. Supply & install any required (5) 4'x8' Sheathing and/or 1"x 6" sheathing. Please note 40 lineal feet of materials will be included in the base bid. (Per Building)
- D. Install new house wrap according to manufacturer specifications. All seams and joints of house wrap to be sealed with flashing tape.
- E. Install color coordinated aluminum drip cap flashings over all windows and doors where applicable.
- F. Seal penetrations with seam tape prior to installation of new accessory channels, blocks, and siding.
- G. Fabricate and install color coordinated sill/ledge flashing trim over all horizontal ledges.
- H. Supply & install metal flashing at base of wall to protrude below grade and under new siding to inhibit animals.
- I. Supply & install new siding according to manufactures specifications (provide options for commercial vinyl and commercial aluminum siding/ soffit)
- J. All siding and soffit panel ends that terminate in the field must terminate on a stud. Any field butt joints will be factory finished / primed ends and not field cut ends.
- K. Keep a minimum 6" clearance from grade / ground to 1st course of siding.
- L. All siding to trim termination joints to be caulked with professional grade sealants to prevent air and water infiltration.
- M. Clean up to include all debris including magnetic rollers.
- N. Remove and replace outdoor lighting
- O. Ensure roof/ soffits are properly ventilated

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to the Charter Township of Orion such as the following:

ARTICLE I – SCOPE OF SERVICES

The contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II – COMPENSATION

Upon completion of the above services and submission of invoices the Township will pay the contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III – REPORTING OF CONTRACTOR

Section 1- The Contractor is to report to Parks and Recreation Director and Parks Superintendent and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2- All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3- All reports made in connection with these services are subject to review and final approval by the Operations Director and Parks Director.

Section 4- The Township may review and inspect the Contractor's activities during the term of this contract.

Section 5- When applicable, the Contractor will submit a final, written report to the Township.

Section 6- After reasonable notice to the Contractor, the Township may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV – PERSONNEL

Section 1- The contractor will provide the required services and will not subcontract or assign the services without the Township's written approval.

Section 2- The Contractor will not hire any Township Employee for any of the required services without the Township's written approval.

Section 3- The parties agree that the Contractor is neither an employee nor an agent of the Township for any purpose.

ARTICLE V – INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify the Charter Township of Orion, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care,

custody or control of the Charter Township of Orion in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor.

ARTICLE VI – INSURANCE REQUIREMENTS

- A. Workers' Compensation Insurance: The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance: The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- C. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The Charter Township of Orion, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and Board members, including employees and volunteers thereof.
- E. Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change be sent to the Township Clerk, Charter Township of Orion, 2525 Joslyn Rd., Lake Orion, MI 48360.
- F. Proof of Insurance Coverage: The Contractor shall provide the Charter Township of Orion at the time the contracts are returned by him/her for execution, certificates and/or policies as listed below:
1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. If so requested, certified copies of all policies mentioned above will be furnished.

ARTICLE VII – BOND REQUIREMENTS

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ (contractor name), as Principal, and _____, as Surety, are held and firmly bound unto the Charter Township of Orion, 2525 Joslyn Road, Lake Orion, MI 48360, as Owner, in the sum of _____ DOLLARS and _____ CENTS (\$ _____) good and lawful money of the United States of America, to be paid to said Charter Township of Orion, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named Principal has entered into a certain written Contract with Charter Township of Orion dated this _____ day of _____ A.D. 20 _____, wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the Charter Township of Orion that for a period of TWO year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at _____ (contractor's city, state, and zip code),

_____ legal representatives, or successors, or on the Surety at _____ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of TWO year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents or employees, in the prosecution of the work included in said Contract, and from any and all claims arising under the Workman's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

MAINTENANCE AND GUARANTEE BOND: CONT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20 _____.

Signed, Sealed and Delivered

In the Presence of:

Signature

Signature

Name

Name

Principal

Signature

Signature

Name

Name

Surety

ARTICLE VIII GENERAL CONDITIONS

1. Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint himself/herself with existing conditions so that he may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation and respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of materials and/or machinery in the performance of contract, to the satisfaction of the Township.
3. The contractor shall not sublet, assign or transfer the contract or any portion of any payment due him/her thereunder, without the written consent of the Township.
4. All contractors shall fill out completely the attached bid document.
5. Upon the Township's request the contractor shall make available for our inspection the firm's support equipment (truck, trailers, etc.) before awarding this contract. It is our intent to determine if the contractor has the necessary quantities of equipment and that equipment is of the proper quality to handle a project of this size. Failure to pass this inspection may be cause for disqualification from further considerations.
6. All equipment is to meet all current MIOSHA and MDOT safety standards and shall be maintained to those standards. Contractor must have sufficient number of operators available and all equipment is to be available for Township inspection. There shall be evidence of compliance with the requirement of this paragraph prior to the awarding of a contract.
7. The Township may request evidence of compliance with the requirements of Paragraph 1 prior to the start of each working day. **Failure to maintain compliance will result in the immediate termination of the contract.**
8. Contractor shall be responsible for operating all equipment at a safe and prudent manner to prevent any injury or damages to persons or property.
9. All trucks, trailers, and drivers must meet State guidelines. Trucks and trailers will require clean markings that carry the contractor's name.
10. Contractor's staff will be required to wear clothing (shirt, hat) that identifies the contractor, as well as a maintenance/utility style vest.

CANCELLATION NOTICE

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days Advanced Written Notice of Cancellation, Non-Renewable, Reduction and/or Material Change shall be sent to the Supervisor's Office, Charter Township of Orion of Orion, 2525 Joslyn Road, Lake Orion, MI 48360

Orion Township Authorized Contacts

Aaron Whatley, Parks & Recreation Director
(248) 391-0304 ext. 3501

David Raftery, Park Superintendent
(248) 391-0304, ext. 3526

CHARTER TOWNSHIP OF ORION

Sealed Bid Form – Orion Parks – Roofing/Siding

Requested by the Parks & Recreation Department

Bid Opening: Wednesday, March 11, 2020 at 11:00 a.m.

The undersigned hereby declares that he/she has carefully examined the instructions and specifications as listed in the Bid Packet. The undersigned declares the prices set forth in this bid do cover all the requirements listed in the bid packet "Orion Parks – Roofing/Siding."

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid, and that the prices bid will remain firm through invoice.

The Charter Township of Orion reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation, based on price, availability and service, when in its judgment it best serves the Charter Township of Orion.

PROJECT A

BID SECTION "Camp Agawam Alberici Roof"

TOTAL PROJECT COST (Individual) \$ _____

TOTAL PROJECT COST (Bundle: A, B, C, D, E) \$ _____

ANTICIPATED NUMBER OF DAYS TO INSTALL ROOF _____

BIDDERS

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Authorized Signature: _____ Date: _____

References (commercial accounts)

Entity's Name & Address, Contact Information & Phone Number

1) _____

2) _____

3) _____

PROJECT B

BID SECTION "Camp Agawam Birch Grove Roof"

TOTAL PROJECT COST (Individual) \$_____

TOTAL PROJECT COST (Bundle: A, B, C, D, E) \$_____

ANTICIPATED NUMBER OF DAYS TO INSTALL ROOF _____

BIDDERS

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Authorized Signature: _____ Date: _____

References (commercial accounts)

Entity's Name & Address, Contact Information & Phone Number

1) _____

2) _____

3) _____

PROJECT C

BID SECTION "Camp Agawam Alberici Siding"

TOTAL PROJECT COST (Individual) \$_____

TOTAL PROJECT COST (Bundle: A, B, C, D, E) \$_____

ANTICIPATED NUMBER OF DAYS TO INSTALL SIDING _____

BIDDERS

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Authorized Signature: _____ Date: _____

References (commercial accounts)

Entity's Name & Address, Contact Information & Phone Number

1) _____

2) _____

3) _____

PROJECT D

BID SECTION "Camp Agawam Birch Grove Siding"

TOTAL PROJECT COST (Individual) \$ _____

TOTAL PROJECT COST (Bundle: A, B, C, D, E) \$ _____

ANTICIPATED NUMBER OF DAYS TO INSTALL SIDING _____

BIDDERS

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Authorized Signature: _____ Date: _____

References (commercial accounts)

Entity's Name & Address, Contact Information & Phone Number

1) _____

2) _____

3) _____

PROJECT E

BID SECTION "Camp Agawam Baker Building Siding (Gable only)"

TOTAL PROJECT COST (Individual) \$ _____

TOTAL PROJECT COST (Bundle: A, B, C, D, E) \$ _____

ANTICIPATED NUMBER OF DAYS TO COMPLETE _____

BIDDERS

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Authorized Signature: _____ Date: _____

References (commercial accounts)

Entity's Name & Address, Contact Information & Phone Number

1) _____

2) _____

3) _____

PROJECT F

BID SECTION "Friendship Park Pavilion Ceiling/Soffit"

TOTAL PROJECT COST (Individual) \$ _____

COST STRIP AND REPAINT STEEL POST \$ _____

TOTAL PROJECT COST (Bundle: Ceiling, Soffit & Post) \$ _____

ANTICIPATED NUMBER OF DAYS TO COMPLETE _____

BIDDERS

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Authorized Signature: _____ Date: _____

References (commercial accounts)

Entity's Name & Address, Contact Information & Phone Number

1) _____

2) _____

3) _____