

BLACKMAN CHARTER TOWNSHIP

REQUEST FOR PROPOSAL

1990 W. PARNALL ROAD
JACKSON, MICHIGAN 49201
517-788-4345
WWW.BLACKMANTWP.COM

PARKS AND RECREATION

RESTROOM FACILITY

1980 W. PARNALL ROAD, JACKSON, MICHIGAN 49201

Key Dates

Request for Proposals Issued.....March 18, 2025
Due Date of Proposals.....April 4, 2025

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**ADVERTISEMENT
AND
NOTICE OF RECEIVING BIDS**

**BLACKMAN CHARTER TOWNSHIP
JACKSON COUNTY, MICHIGAN**

**1990 W. PARNALL ROAD, JACKSON, MICHIGAN 49201
PARKS & RECREATION – RESTROOM FACILITY**

Sealed Bids for the interior demolition of:

will be received by:

Pete Jancek
Township Supervisor

at the offices of:

Blackman Charter Township
1990 W. Parnall Road
Jackson, Michigan 49201

until:

10:00 am (Local Time)
Friday April 4, 2025

at which time bids will be examined and evaluated by the consultant and executive team.

The contract documents may be examined on or after March 18, 2025 at the offices of:

AE Design Solutions, LLC
250 Robinson Road
Jackson, Michigan 49203

Electronic copies of the contract documents may be obtained on or after March 18, 2025 by submitting an email request to Byron P. Schroeder at: bschroeder@aedesignsolutions.com

Pete Jancek, Supervisor
Blackman Charter Township

INSTRUCTIONS TO BIDDERS

1. Date and Place: SEE ADVERTISEMENT FOR BIDS.
2. Preparation of Proposals: The Proposal shall be made on the duplicate copy of the Proposal for stapled to the Contract Documents. The original proposal form shall remain as bound. The proposal and any addenda shall be properly completed and signed, and firmly sealed in an envelope labeled and delivered to the place designated in the ADVERTISEMENT FOR BIDS. Only proposals which are made out to the regular proposal forms will be considered. Corrections to bid prices shall be initialed and dated by the individual signing the proposal. No proposal will be considered which has not been received by the Owner prior to the hour and dated designated. If the proposal is sent by mail, the sealed envelope marked in accordance with instructions shall be enclosed in an additional mailing envelope addressed as designated in the ADVERTISEMENT FOR BIDS.
3. Signing of Proposals:
 - a. Proposals which are not signed by individuals making them should have attached thereto the power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
 - b. Proposals which are signed for a co-partnership shall be signed by all the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney, evidencing authority to sign the proposal.
 - c. Proposals which are signed for a corporation shall have the correct corporate name thereof signed in handwriting or in typewriting, and the signature of the president or other authorized officer of the corporation shall be manually written below the written or typewritten corporate name following the word "BY" _____.
 - d. If proposals are signed for any other legal entity, the authority of the person signing for such legal entity shall be attached to the proposal.
4. Bid Bond(**required** / ~~not required~~): All bids must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the amount of the total bid, as based on quantities appearing on the form of proposal. The bid bond of the successful bidder will be held until the contract has been duly executed. If said bidder shall neglect or refuse to execute a Contract withing ten (10) days after written notice by the Owner, the

amount of the bid bond shall be forfeited to the Owner as liquidated damages for such refusal or neglect.

5. Bidder's Qualifications: Subsequent to the bid letting, upon written request by the consultant, bidders shall furnish to the consultant data establishing their qualification to do the work contemplated. Failure to furnish the data may be a cause for the consultant to recommend that the Owner not accept the bid.
 - a. Address and description of bidder's place of business
 - b. List of major equipment available for use on the proposed work.
 - c. Bidder's performance record within a period of not more than three years. This record shall include character and proportions of work constructed, name of owner, date built, and construction cost.
 - d. Bidder's financial statement.
 - e. Evidence that the bidder is licensed to do business in the State of Michigan, if incorporated under laws of other states.
 - f. List and value of work under contract at time of submission of qualification data, including location, type of work, required date of completion and percentage of completion to date of each job.
6. Responsibilities: The bidder shall make a careful examination of the project site, shall familiarize themselves with effective conditions, including utilities and subsurface features, and shall satisfy themselves as to the quantity and quantity of materials and workmanship required. Bidder shall carefully and thoroughly examine the contract documents before submitting a proposal.

It is mutually agreed that the submission of the proposal shall be considered by the Owner a prima facie evidence that the bidder had complied with these requirements. If the bidder fails to comply, no plea of ignorance of existing conditions shall be accepted. If failure or omission in fulfilling all requirements of said contract result, the contractor shall be responsible for corrections and, on this basis, on claims will be accepted for extra compensation or extension of time.

The competency and responsibility of the bidder and their subcontractors will be considered in making the award. The owner reserves the right to waive any technical error, to accept any bid, and to reject any or all bids.

7. Omissions and Discrepancies: If any bidder finds discrepancies in or omissions from the drawings or other contract documents, or should they be in doubt as to the true meaning, spirit and intent of any part of the contract documents, they may make written request for interpretation thereof, provided the request is received by the consultant at least five (5) business days prior to the date of bid opening. Any interpretation of the contract documents will be made by addendum only, duly issued to each bidder receiving a copy of the said documents. The owner and consultant are not responsible for any other interpretation made prior to closing time for receipt of bids. No explanations or interpretation will be made orally.
8. Withdrawal of Proposals: Any bidder, upon their or their authorized representative's written request, presented not later than the hour set for the opening thereof, will be given permission to withdraw their proposal. At the time of opening proposals, when such proposal is reached, it will be returned to them unread.
9. Rejection of Proposals: The owner reserves the right to waive any technical error and to reject any and/or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected; any proposal having interlineation, erasures or corrections may be rejected; any proposal accompanied by an insufficient bidder's bond may be rejected (if required).

Not more than one (1) proposal from any individual, firm, partnership or corporation, under the same or different names, shall be submitted. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal on the same project, will cause the rejection of all proposals in which bidder is interested.

10. Acceptance of Proposal and Its Effect: The contract, if awarded, will be to the lowest responsible bidder whose proposal complied with the requirements of the owner. The acceptance of a proposal will be a notice in writing signed by the owner, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract and to deliver contract bond made by a surety company (if required) as hereinafter stipulated. The amount of the bond shall be not less than one hundred percent (100%) of the contract price of work.

11. Time for Executing Contract: Any bidder whose proposal shall be accepted will be required to appear before the owner in person or, if a firm or corporation, a duly authorized representative shall so appear, and execute an original and three (3) counterparts of the contract and furnish satisfactory contract bond(if required) and proof of insurance coverage within ten (10) days after notice that the contract has been awarded to them. Failure to execute the contract shall constitute a breach of the agreement affected by the proposal. The damages to the owner for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the bidder's bond accompanying the proposal of such bidder shall be retained by the owner, not as a penalty, but as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as hereinbefore provided, the owner may, at its option, determine that such bidder has abandoned the contract, and thereupon their proposal and the acceptance thereof shall be null and void, and the owner shall be entitled to liquidated damages as above provided.

The owner shall have the right to hold all bids for a period of sixty (60) calendar days after the opening thereof, unless otherwise stated in the special provisions, during which time all bids shall be rejected or the lowest responsible bidder shall be awarded the contract.

The rights and obligations provided for the contract shall become effective and binding upon the parties only with its formal execution by the owner and the contractor. Any work started or material delivered prior to said execution of contract shall be at the contractor's risk.

12. Time limited to Complete Work: The contractor shall complete the work on or before the completion dates as set forth in the proposal. Liquidated damages for failure to complete the contract within specified time shall be as stated in the proposal.
13. Insurance Requirements: The successful bidder shall will be required to furnish the following types of insurance coverage in the amount stated in the general conditions:
- a. Workmen's Compensation
 - b. Public Liability and Property Damage
 - c. Vehicle Liability Insurance
 - d. Contingent Public Liability and Property Damage when required

e. Excess Liability Insurance

The Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance shall name the OWNER, IT'S EMPLOYEES AND AGENTS, and THE DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE as insured for coverage. These policies shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations; and if any of the above named have other insurance against the loss covered by said policy, the other insurance shall be excess insurance only. Such insurance coverage shall INDEMNIFY and SAVE HARMLESS ALL OF THE ABOVE NAMES INSURED for all claims for damages on the part of the contractor's workmen, the public, or owners of property.

Subcontractors shall be required to provide insurance of the same types and amounts as those given above prior to their employment on the project.

The Contractor, or sub-contractors, shall furnish to the Owner, certificates of such coverages of insurance. Contractors shall notify the Owner whenever a subcontractor is proposed for employment on the project, and proper credentials and certificates of insurance shall be tendered to the Owner for review and approval.

Insurance certificates shall be furnished to the Owner in accordance with these requirements prior to the start of construction.

14. Bond Requirements (if required): The successful bidder shall furnish at his own expense two surety company bonds as follows:

A bond to be known as a PERFORM BOND in a sum equal to the full amount of the Contract (i.e. total bid as set forth in the Proposal), running to the owner, to insure the construction and completion of the entire work according to the contract documents and in the time specified.

A bond to be known as the PAYMENT BOND in a sum equal to the full amount of the contract as defined above, running to the Owner, for the protection of subcontractors, labor, and suppliers of materials and equipment, in accordance with the statutes of the State of Michigan which may be in effect as of the date of said bond.

The form and execution of such bond shall meet with the approval of the Owner.

The contractor shall furnish for each set of executed Contract Documents an original PERFORMANCE BOND, an original PAYMENT BOND.

Should any surety upon the Contract be deemed unsatisfactory to the Owner at any time, notice will be given to that effect to the Contractor, and the Contractor shall forthwith substitute new surety or sureties satisfactory to the Owner and without any cost of expense to the owner.

15. State Sales Tax: All bidders are hereby notified that the Michigan State Sales Tax will be charged on all materials to be used in the Project.
16. Permit Fees: All bidders are hereby notified that permit fees are not to be included in bid pricing. Permits will be required for the project with permit fees being waived by township.

PROPOSAL

**BLACKMAN CHARTER TOWNSHIP
JACKSON COUNTY, MICHIGAN**

To: Pete Jancek, Supervisor
Blackman Charter Township
1990 W. Parnall Road
Jackson, Michigan 49201

Re: 1980 W. Parnall Road, Jackson, Michigan 49201
Parks & Recreation – Restroom Facility

The undersigned bidder declares that they have carefully read and understand the plans and specifications, has examined the form of Contract, Bonds, and Insurance requirements, has examined all local conditions affecting construction work in general and has informed themselves by their independent observation of all conditions directly affecting the work of this Contract.

The undersigned bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services necessary to complete in a workmanlike manner and in accordance with the above listed documents, all of the work to be done under the contract, including addenda thereto, for the unit price for work in place for the following items and quantities:

Bidding Schedule

Total Base Bid is:

Dollars _____ Cents _____

Total Base Bid _____

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all Proposals. It is further understood and agreed by the undersigned that any qualifying statements or conditions made by themselves to the above Proposal as originally published, as well as interlineation, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

CONTRACT

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____
_____, A.D., _____, by and between Pete Jancek, Supervisor, for and in behalf of the
BLACKMAN CHARTER TOWNSHIP, hereinafter called the "OWNER", and _____
_____ of the _____ County of _____
_____, State of _____, hereinafter called the "CONTRACTOR", to wit:

1. That the Proposal, Advertisement, Instruction to Bidders, Bonds, Proof of Insurance, General Conditions, General Construction Specifications, Special Provisions, Details, Plans and Drawings, and Addenda hereto attached or herein referred to, shall be and are hereby made part of this agreement and contract.
2. That the Contractor, under penalty of attached Bond, shall furnish all labor, materials and appurtenances necessary, and do all the work as set forth in the Proposal and Addenda No. _____ according to the specifications, plans, etc. which have hereinbefore been made a part of this contract in a manner, time and place, all and singular, as herein set forth.

IN CONSIDERATION WHEREOF, said party of the Owner, for it and its successors, promise and agrees to pay said party of the Contractor, the sum provided in the attached proposal including additions and deductions as provided therein, dated _____, for the sum of _____ Dollars and _____ cents, (\$ _____), all in the time and manner provided for in the contract documents.

For the faithful performance of all and singular, or the stipulations, terms, and conditions of this agreement, parties respectfully bind themselves, their successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in triplicate, the day and year first above written.

WITNESS:

CONTRACTOR:

By: _____

OWNER:

By: _____

Pete Jancek, Supervisor
Blackman Charter Township

During the course of this Contract, the Contractor's responsible representative may be reached at the following phone numbers:

Daytime office number _____

Nighttime emergency number _____

It is understood and agreed by the undersigned that the right is reserved by Owner to delay the award of a contract for a period of thirty (30) days. The undersigned agrees to hold firm on the above bid prices and may not withdraw their Proposal for that period of time.

If awarded a Contract under this Proposal, the undersigned agrees to complete restroom facility 90 days from the point of acceptance by the Owner of everything covered by this project. For all days thereafter until final acceptance, there will be charged, as liquidated damages, the sum of \$300.00 per calendar day each and everyday thereafter until final acceptance as set forth in the General Conditions of the Contract.

The undersigned enclosed herewith a certified check or bid bond in the amount of _____ Dollars (\$_____), which is five percent (5%) of the total amount of the bid, payable to the order of Blackman Charter Township, as a guarantee of good faith, if the Contract is awarded to them, the undersigned agrees to forfeit, as liquidated damages, to the Blackman Charter Township, in event of their failure to enter into a Contract and furnish satisfactory bonds to the Township Supervisor, within 10 days notice of award.

Date: _____

Company

Office Address:

by: _____

Title: _____