

# REQUEST FOR PROPOSAL

#8167

## Staebler Farm County Park Multipurpose Building and Site Construction

for

WASHTENAW COUNTY  
PARKS and RECREATION COMMISSION  
Ann Arbor, MI

Issued By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main Street  
Ann Arbor, MI 48104

Bethann Duffy, CPPB  
Senior Buyer  
(734) 222-6761

on behalf of the

Washtenaw County  
Parks and Recreation Commission  
2230 Platt Rd., P. O. Box 8645  
Ann Arbor, MI 48107-8645  
Phone: (734) 971-6337



**Proposal Submitted by:**

---

**Please type Bidder's Company Name & include as proposal cover**



# WASHTENAW COUNTY

## Finance Department

### Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764  
[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

## RFP #8167

September 26, 2021

The Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission (WCPARC) is issuing a Request for Proposal (RFP) # 8167 for construction of a Multipurpose Building and associated site development at the Staebler Farm County Park.

Work will entail construction of a new Multipurpose Building, including structural, architectural, mechanical, plumbing, and electrical trade work along with associated site work including site preparation, parking lot expansion, pathway construction, wall and septic drain field construction, site restoration, Plymouth Road Improvements, and obtaining necessary permits.

Project shall be substantially complete by December 16, 2022, with the exception of final site restoration, which must occur before May 31, 2023.

All required bid documentation for this project may be obtained at the Washtenaw County Purchasing Division website <https://www.washtenaw.org/2431/Open-Bids>

**Sealed Proposals: As a result of COVID-19 Washtenaw County is receiving bids for projects electronically only. Therefore, Contractor will deliver an electronic response to this solicitation in .pdf format to Beth Duffy at:**

[duffy@washtenaw.org](mailto:duffy@washtenaw.org)

[Please include your company name & RFP# in the E-mail subject line](#)

***BY: Tuesday, November 9, 2021 by 11:00 a.m. EST***

It is the sole responsibility of the Bidder to see that his/her Proposal is received in proper time. Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

**A mandatory pre-bid site meeting will be held at the Staebler Farm County Park located at 7734 Plymouth Road, Ann Arbor, MI 48105 on Monday, October 18, 2021 at 11:00 a.m. local time.**

Please direct purchasing and procedural questions regarding this RFP to Bethann Duffy, CPPB, Senior Buyer via e-mail to: [duffy@ewashtenaw.org](mailto:duffy@ewashtenaw.org).

Please direct technical project questions regarding this RFP via e-mail to Kira Macyda, Park Planner, WCPARC: [macydak@washtenaw.org](mailto:macydak@washtenaw.org) with a copy to Beth Duffy via the above email.

Bidders or their representatives are prohibited from communicating with Washtenaw County employees regarding this RFP except as provided under TECHNICAL QUESTIONS.

Violation of this provision by the bidders and/or their agent may lead to disqualification of the bidder's proposal from consideration.

Thank you for your interest.

**Contract Documents**

**TABLE of CONTENTS**

| <b>SECTION</b>                       | <b>TITLE</b>  | <b>PAGES</b>   |
|--------------------------------------|---|----------------|
|                                      | Cover Page and Request for Proposals.....                       | 1-3            |
|                                      | Table of Contents/ Specification Index/Drawing Sheet Index..... | i-iv           |
|                                      | Proposal Information.....                                       | 1-6            |
|                                      | Proposal Definitions  |                |
|                                      | Proposal Terms  |                |
|                                      | <b>Local Vendor Preference Affidavit</b>                        |                |
| <b><i>PART I: CONTRACT FORMS</i></b> |   |                |
| -----                                | Instruction to Bidders.....                                     | IB-1 thru IB-5 |
|                                      | General Scope of Work   |                |
|                                      | Securing Documents  |                |
|                                      | Delivery of Proposal  |                |
|                                      | Format of Contract Documents                                    |                |
|                                      | Interpretation of Contract Documents                            |                |
|                                      | Bidder’s Understanding  |                |
|                                      | Preparation of Bids   |                |
|                                      | Withdrawal of Bids  |                |
|                                      | Basis of Award  |                |
|                                      | License Requirements  |                |
|                                      | Implementation of the Work                                      |                |
|                                      | Work by Others  |                |
|                                      | Insurance Coverage  |                |
|                                      | Bonds   |                |
| -----                                | Bidder’s Qualifications.....                                    | QES 1 - QES 4  |
| -----                                | <b>Bid Proposal Forms</b> .....                                 | P-1 thru P-4   |
| -----                                | Performance Bond.....   | PB 1 – PB 2    |
| -----                                | Labor and Materials Bond.....                                   | LMB 1 – LMB 2  |

***PART II: PROJECT MANUAL***

(See separate files on Purchasing Dept. website listed as “Supporting Document”)

- AIA Form A101-2017 – “Standard Form of Agreement Between Owner and Contractor”
- AIA Form A201-2017 – “General Conditions of the Contract for Construction”
- Supplemental Conditions – “007300-TC-Supplementary Conditions”
- Detailed Specifications
- MEP Specifications

***PART III: GEOTECHNICAL INVESTIGATION REPORT***

(see separate file on Purchasing Dept. website listed as “Supporting Document”)

***PART IV: DRAWINGS and SKETCHES***

(see separate files on Purchasing Dept. website listed as “Supporting Document”)

**General**

LS1.00 FIRST FLOOR LIFE SAFETY PLAN  
A0.00 GENERAL INFORMATION

**Civil**

C-100 CIVIL COVER SHEET  
C-101 GENERAL PROJECT NOTES  
C-200 BOUNDARY SURVEY  
C-201 EXISTING SITE CONDITIONS AND TREE SURVEY  
C-202 EXISTING SITE CONDITIONS AND TREE SURVEY  
C-300 SOIL EROSION AND SEDIMENT CONTROL PLAN  
C-400 REMOVAL AND EXCAVATION PLAN  
C-401 REMOVAL AND EXCAVATION PLAN  
C-500 SITE LAYOUT PLAN  
C-501 SITE LAYOUT PLAN  
C-600 PAVING AND GRADING PLAN  
C-601 PAVING AND GRADING PLAN  
C-602 DRAINAGE AREA MAP AND CALCULATIONS  
C-701 UTILITY PLAN  
C-702 UTILITY PLAN  
C-800 SEPTIC FIELD LAYOUT AND DETAILS  
C-801 SEPTIC SYSTEM AND PUMP CALCULATIONS  
D-100 SITE DETAILS  
D-101 SANITARY SEWER DETAILS  
D-102 SANITARY SEWER PRODUCT SHEETS  
CT-100 SOIL EROSION AND SEDIMENT CONTROL PLAN  
CT-200 REMOVAL AND EXCAVATION PLAN  
CT-300 INSTALLATION PLAN  
CT-400 PAVING, GRADING AND UTILITY PLAN  
CT-401 PAVING, GRADING AND UTILITY PLAN  
CT-500 PROFILES

**Site Design**

SD4.00 CONSTRUCTION DETAILS  
SD5.00 LANDSCAPE PLAN  
SD5.10 ENLARGED LANDSCAPE PLAN

**Structural**

S0-001 GENERAL STRUCTURAL NOTES AND LOADING DIAGRAMS  
S1-100 FOUNDATION PLAN

# RFP #8167 Staebler Farm County Park Multipurpose Building & Site Construction

S1-101 MEZZANINE PLAN  
S1-102 ROOF FRAMING PLAN  
S1-401 SECTIONS  
S1-501 DETAILS  
S1-502 DETAILS

## **Architectural**

LS1.00 FIRST FLOOR LIFE SAFETY PLAN  
A1.00 FIRST FLOOR PLAN  
A1.01 ATTIC LEVEL PLAN  
A1.02 ROOF PLAN  
A1.10 ENLARGED FLOOR PLAN  
A1.11 ENLARGED FLOOR PLANS  
A2.00 DOOR SCHEDULE  
A3.00 EXTERIOR ELEVATIONS  
A3.01 EXTERIOR ELEVATIONS  
A4.00 BUILDING SECTIONS  
A4.01 BUILDING SECTIONS  
A4.10 WALL SECTIONS  
A4.11 WALL SECTIONS  
A4.20 PLAN DETAILS  
A6.00 INTERIOR ELEVATIONS  
A6.10 CASEWORK DETAILS  
A6.20 INTERIOR DETAILS  
A7.00 FIRST FLOOR REFLECTED CEILING PLAN  
A7.10 FIRST FLOOR FINISH PLAN

## **Mechanical**

M0.01 MECHANICAL STANDARDS AND DRAWING INDEX  
M2.00 UNDERGROUND PLUMBING PLAN  
M2.01 FIRST FLOOR PLUMBING AND FIRE PROTECTION PLAN  
M4.01 FIRST FLOOR SHEET METAL PLAN  
M4.02 ENLARGED MEZZANINE FLOOR MECHANICAL PLAN  
M6.01 MECHANICAL DETAILS  
M6.02 MECHANICAL DETAILS  
M7.01 MECHANICAL SCHEDULES  
M7.02 MECHANICAL SCHEDULES  
M7.03 MECHANICAL SCHEDULES  
M8.01 TEMPERATURE CONTROLS AND GENERAL NOTES  
M8.02 TEMPERATURE CONTROLS

## **Electrical**

E0.01 ELECTRICAL STANDARDS AND DRAWING INDEX  
E0.02 ELECTRICAL STANDARD SCHEDULES  
E0.03 ELECTRICAL SITE PLAN  
E2.01 FIRST FLOOR LIGHTING PLAN

**RFP #8167 Staebler Farm County Park Multipurpose Building & Site Construction**

- E2.02 MEZZANINE LIGHTING PLAN
- E3.01 FIRST FLOOR POWER AND AUXILIARY SYSTEMS PLAN
- E3.02 MEZZANINE POWER AND AUXILIARY SYSTEMS PLAN
- E5.01 ONE LINE DIAGRAM AND PANEL SCHEDULES
- E7.01 ELECTRICAL DETAILS AND DIAGRAMS
- E7.02 ELECTRICAL DETAILS AND DIAGRAMS

## PROPOSAL INFORMATION

### 1. Proposal Definitions:

|                          |  |
|--------------------------|--|
| “Bidder”                 | An individual or business submitting a bid to Washtenaw County   |
| “Contractor/Vendor”      | One who Contracts to perform services in accordance with a Contract  |
| “County”                 | Washtenaw County in Michigan   |
| “Owner-WCPARC”           | Washtenaw County Parks & Recreation Commission   |
| “OWNER’S REPRESENTATIVE” | A hired consultant as authorized representative of WCPARC given authority as assigned in the Contract Documents. |

### 2. Proposal Terms:

A. Washtenaw County 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 County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County 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 County’s specifications and needs.

B. The County 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 County to be in the best interests of the County 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 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and two (2) copies**, plus an electronic version in pdf format submitted on a USB drive or CD must be at the County as indicated 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 must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.



**RFP #8167 Staebler Farm County Park Multipurpose Building & Site Construction**

*CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

G. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

H. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

I. Local Vendor Preference – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see "**Local Vendor Certification Application & Affidavit**" enclosed in this RFP.

J. Vendor Appeal Process – Unsuccessful bidders may appeal an award of contract, lease or purchase order to the County Administrator. All appeals shall be made in writing to the County Administrator within five (5) business days of the Notice to Award. The County Administrator shall take necessary actions to review the appeals and respond to the individual submitting an appeal within five (5) business days. This response shall be documented in writing in the bid file.

K. Any oral responses to any questions shall be unofficial and not binding on Washtenaw County. The County's procurement staff will make such interpretation or correction, as well as any additional RFP provisions that the County may decide to include, only as an RFP addendum. Procurement staff will e-mail addendums to each prospective Submitter recorded as having received a copy of the RFP. Any addendum issued by the County shall become a part of the RFP. Submitters should consider issued addendums in preparing his or her proposal submission.

**LOCAL VENDOR PREFERENCE DEFINITIONS:**

Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014.

**A. Washtenaw County Company – must meet all criteria listed:**

- 1) Its headquarters is physically located within Washtenaw County, or it has been conducting business at a location with a permanent street address in the County on an ongoing basis for not less than one taxable year (12 consecutive months) prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business within Washtenaw County for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

**B. Michigan Company - must meet all criteria listed:**

- 1) Its headquarters is physically located within the State of Michigan, or it has been conducting business at a location with a permanent street address in the State of Michigan on an ongoing basis for not less than one taxable year prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business in the State of Michigan for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

**Local Vendor Certification Application & Affidavit**

**Background:** To increase economic opportunity in Washtenaw County and the state of Michigan, the County provides a local vendor preference (when determining the award) as follows:

Washtenaw County based companies – A 5% bid discount for purchases greater than \$5,000 and up to \$200,000 and a 2% discount for purchases over \$200,000.

State of Michigan based companies – A 3% bid discount for purchases greater than \$25,000 and up to \$200,000 and a 1% discount for purchases over \$200,000.

**Local vendor preference bid discount is used for the determination of award only. Full bid amount will be granted to vendor, if awarded.**

**Instructions:** To qualify as a Washtenaw County or State of Michigan company, the following information must be provided:

1. If you are not an existing Washtenaw County vendor, complete the Washtenaw County Vendor Application available at: <http://www.washtenaw.org/678/How-to-Become-a-Vendor> The resulting e-mail confirmation must be printed and submitted.
2. Provide proof that you are a company registered in the State of Michigan by searching for your business on the State of Michigan Corporation Division Business Entity Search (<https://cofs.lara.state.mi.us/corpweb/CorpSearch/CorpSearch.aspx>). The resulting **business Details page** must be printed and submitted.
3. Provide proof that your local taxes are up to date by searching for the municipality in which your business is located on the BS&A Software website (<https://is.bsasoftware.com/bsa.is/SelectUnit.aspx#W>) (may need to copy and paste link to open). After selecting the municipality, select “Tax Information Search” on the left, and search for your business. The resulting **Detailed Tax Information page** must be printed and submitted. NOTE: If you cannot find your municipality on the BS&A website, call the municipality’s Treasurer and request a Detailed Tax Information Form showing local business tax status. Submit this form instead.
4. Provide the following Affidavit of Qualified Local Vendor by filling out the attached affidavit.

All required application materials must be included in the RFP bid response.

For more information, contact: Tracy Murray  
Administrative Coordinator/Purchasing  
734-222-6845

**Washtenaw County, Michigan Local Vendor Affidavit**

Legal Name of Business \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

Type of services provided

Construction

Professional Services

Goods & Services

Physical Address of Business Headquarters:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip

Is this business headquartered in Washtenaw County?

 Yes No

Has this business been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal?

 Yes No

Are this business's local and state tax filings up to date?

 Yes No

If no, please explain:

\_\_\_\_\_  
**Any material misrepresentation of information in this document will be grounds for denial of certification and exclusion from all Washtenaw County contracts for a period of one (1) year.**

**RFP #8167 Staebler Farm County Park Multipurpose Building & Site Construction**

The undersigned hereby affirms that the applicant firm believes it is qualified for certification as a Local Vendor, as set forth in the certification guidelines established by Washtenaw County. The undersigned agrees to hold Washtenaw County harmless in any claim arising out of this application or information provided by the applicant and agrees to indemnify Washtenaw County for any liability incurred in connection with this application or with the certification of the applicant firm. Further, the undersigned agrees to inform the County immediately of any changes that result in a change of the certification status of the firm.

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Name of Business

---

Owner or Managing Partner, and Title

---

Name of Contact Person, and Title

---

Email Address for Contact Person

---

Phone Number for Contact Person

---

Signature of Owner or Managing Partner, and Title

Date

**Washtenaw County Purchasing Department reserves the right to request additional documentation as deemed necessary.**

**PART I: CONTRACT FORMS**

# RFP #8167 Staebler Farm County Park Multipurpose Building & Site Construction

## INSTRUCTIONS TO BIDDERS

### GENERAL SCOPE OF WORK

The Project consists of the construction of a new Multipurpose Building, and associated site work including Plymouth Road Improvements. The new Multipurpose Building will be a multifunction space which contains classrooms, a learning kitchen, offices and park restrooms. Work will include general, structural, mechanical, electrical and plumbing trades.

Site work is to include turn lane improvements to Plymouth Road, an expanded asphalt parking lot, concrete sidewalks to the multipurpose building, a new septic drain field and well, grading adjustments and landscaping and seeding in areas disturbed by construction activities. Additional information can be found in the project manual specification and drawings included with this RFP.

### SECURING DOCUMENTS

Copies of the Proposal Documents, Plans/Drawings, and Addendums must be obtained from the Washtenaw County Purchasing Department website:  
<https://onlinebids.ewashtenaw.org/onlyopenbids.aspx/>.

### FORMAT OF CONTRACT DOCUMENTS

The Contract Documents are divided into sections and divisions in keeping with accepted industry practice to separate categories of subject matter for convenient reference.

### INTERPRETATION OF CONTRACT DOCUMENTS

The Contract Documents are intended to provide provisions and details reasonably required for the execution of the proposed work. Any person contemplating the submission of a Bid shall have thoroughly examined all parts of the said Contract Documents. Should there be any doubt as to the meaning or intent of the contract language, the Bidder should immediately request an interpretation sufficiently in advance of the Bid due date to allow for changes, if necessary, in the Contract Documents. All questions about the meaning and intent of the Contract Documents shall be submitted to WCPARC in writing via email. Replies will be issued by Addenda emailed to parties who have attended the Mandatory Prebid or posted on the Purchasing website. Questions received less than seven (7) days prior to the date of Opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Verbal statements and/or instructions issued regarding the meaning or intent of any aspect of the Contract Documents prior to the Bid due date will be considered unofficial, will not be binding of the OWNER and shall not be considered as modifying any provision of the Contract Documents.

Any change in the Contract Documents required as the result of an interpretation will be made only in the form of an addendum to the Contract Documents. It shall be the Bidders responsibility to check the Washtenaw County Purchasing website for potential addendum issuance prior to submittal of their Bid. All addenda issued prior to the Bid due date will become a part of the Contract Documents and all Bids are to include the work described therein. Each Bid submitted shall list by number, all addenda which have been received prior to the time scheduled for Bid submittal and acknowledge as such on the form included in the Proposal. Failure to acknowledge receipt of addenda will result in rejection of a Bid as non-responsive.

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| <b>RFP #8167 Staebler Farm County Park Multipurpose Building &amp; Site<br/>Construction</b> |
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### BIDDER'S UNDERSTANDING

**Examination of Contract Documents:** Each Bidder must carefully inform themselves of the conditions relating to the performance of the work and assure they are thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of their obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents.

**Examination of Project Site:** Each Bidder must visit the site during the mandatory pre-bid site meeting to obtain first-hand knowledge of existing conditions, including the presence of structures, utilities, services and obstacles which may be encountered as well as any other conditions relative to the work to be performed.

**Compliance with Laws and Regulations:** Each Bidder shall also inform themselves of, and the Bidder(s) awarded a contract shall fully comply with, all Federal, State, and local laws, statutes, and ordinances affecting the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, funding programs, permits and fees, inspections, and licensing.

**Additional Compensation:** Bidders shall not receive additional compensation for conditions which can be determined by thoroughly examining the site, drawings, and the Contract Documents prior to submitting their bid.

### PREPARATION OF BIDS

In order to receive consideration, make all Bids in strict accordance with the following:

**Complete sets of Contract Documents shall be used in preparing Bids.** The OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The OWNER, in making available copies of the Contract Documents, do so only for the purpose of obtaining Bids on the work contemplated and do not confer a license or grant permission for any other use.

**All blank spaces on the Bid Proposal Form(s) must be filled in handwritten or typewritten,** and when required, in both words and figures. No changes shall be permitted in the wording or numbers on the Proposal Form(s). No exceptions or special conditions that are not required by the Bid requirements shall be made. Written amounts shall govern where the amount stated in writing and amount stated in figures does not agree. In case of a discrepancy between unit prices and totals, unit prices will prevail.

**All submitted Bids shall be signed.** If the Bidder is a corporation, the legal name of the corporation shall be set forth in the Bid together with the signature of the individual authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth in the Bid, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be submitted with the Bid, otherwise the Bid may be rejected.



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| <b>RFP #8167 Staebler Farm County Park Multipurpose Building &amp; Site<br/>Construction</b> |
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**All Bids must be made out on the Proposal Form(s) without any modification whatsoever of the times, terms, quantities, conditions, and other requirements therein stated.** Modifications to documents by bidders will not be accepted or acknowledged by the Owner.

**Telegraphic bids will not be considered.** Bids received via facsimile machine or email are not regarded as sealed bids and will not be accepted.

SUBMITTAL OF BID

Contractor shall deliver an electronic response to this solicitation in .pdf format to Beth Duffy at: [duffy@washtenaw.org](mailto:duffy@washtenaw.org) by:

**11:00 a.m. local time, on Tuesday, November 9, 2021.**

*Please include your company name & RFP# in the E-mail subject line.*

Each Bidder shall furnish, as part of the Proposal, the following documentation:

1. Local Vendor Proof AND Affidavit
2. Business Entity Search Results
3. Proof of up to date taxes paid
4. Bidder's Qualifications and Experience Statement
5. Proposal Form(s)
6. Bid Bond

Only the cover page, original signed bid proposal, and the above accompanying documents need be submitted in the sealed bid envelope. Bids shall be delivered to the location as indicated above on or before the time and date indicated.

It is the sole responsibility of the Bidder to ensure that his/her Bid is received on time at the location indicated in the Request for Proposal. Any Bid received after the time and date specified may not be considered and may be returned to the originator unopened if so decided by the Purchasing Manager.

WITHDRAWAL OF BIDS

Bidders may withdraw Bids at any time before the time and date the Bid is due. A Bid may be withdrawn in-person at Purchasing or by written request executed by an authorized representative of the Bidder prior to the due date and hour designated for delivery of Bids.

Bids may not be withdrawn for a period of 90 days after the bids are received and opened.

BASIS OF AWARD

See the Proposal Terms for the basis of award.

|  |
|--|
| <b>RFP #8167 Staebler Farm County Park Multipurpose Building &amp; Site<br/>Construction</b> |
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### LICENSE REQUIREMENTS

The bidder shall provide a copy of their current state Business License and Specialty or General Contractor, as well as his Federal Tax Identification number, upon request from the OWNER.

### IMPLEMENTATION OF THE WORK

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall not begin or resume the work to be performed under the Contract before receiving written notification from the OWNER to do so and shall thereupon begin or resume the work within the number of days indicated in such notice.

The projects included in this RFP must be completed on or before dates shown below:

Project will commence as early as January 3, 2022, and be substantially complete by December 16, 2022, except for completion of final site restoration which must occur by May 31, 2023.

No work is to be performed without the express consent of the OWNER. In some instance, the CONTRACTOR may not be authorized to perform services prescribed in the Contract Documents without the OWNER or OWNER's designated representative being present on the job site. The CONTRACTOR shall be considered in default of the Contract should any work be performed in the absence of such authority.

The CONTRACTOR shall employ an ample work force and provide the necessary equipment of enough capacity to accomplish the work in a safe and workmanlike manner within the project timeline as requested by this RFP.

In the event work is undertaken during adverse weather conditions, the CONTRACTOR will be required to exercise precautions necessary to produce satisfactory work and shall protect the finished work from the elements. It is agreed and understood that the cost of these precautions has been included in the Bid for the various items of work in the Agreement and that no extra compensation will be allowed.

### WORK BY OTHERS

Work by others may be ongoing during the execution of work under this Contract. The CONTRACTOR shall afford other CONTRACTORS and the OWNER reasonable opportunity to properly execute their work and shall coordinate their work with others. The CONTRACTOR shall arrange their work so that at no time will it cause unnecessary interruption to the operation of other work.

The Bidder is cautioned to thoroughly familiarize themselves with the entire project to determine which portions of work may conflict with other work and to understand the responsibilities associated with operating around other work, as necessary. No additional compensation will be paid as a result of scheduling problems that might arise from this other work after opening of the Bids.

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|--|
| <b>RFP #8167 Staebler Farm County Park Multipurpose Building &amp; Site<br/>Construction</b> |
|--|

INSURANCE COVERAGE

The CONTRACTOR is reminded to review and become familiar with the insurance coverage and limitations included in this document. The successful CONTRACTOR will be required to submit a Certificate(s) of Insurance at the time of Contract award naming OWNER (WASHTENAW COUNTY PARKS AND RECREATION COMMISSION) and ARCHITECT (THE COLLABORATIVE INC.) as additional insured.

The bidder is directed to Article 8 of AIA A101-2017 and Article 11 of the General Conditions for specific requirements as to each of the required policies.

BONDS

A Bid Security in the amount of ten percent (10%) of the total bid must accompany each submitted bid. The required security must be in the form of a certified or bank cashier's check made payable to WCPARC or a Bid Bond issued by a surety licensed to conduct business in the state of Michigan and named in the current list of "Surety Companies Acceptable to Federal Bonds" as published in the Federal Register by the Audit Staff Bureaus of Accounts, US Treasury Department.

The Bid Security of the successful Bidder will be retained until he/she has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the Contractor fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days, Sundays and legal holidays excepted, on receipt of the Notice of Award, WCPARC may annul the Notice to Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom WCPARC believes to have a reasonable chance of receiving the Award may be retained by WCPARC until the earlier of the seventh day after the executed Agreement is delivered by WCPARC to CONTRACTOR and the required Contract Security is furnished. Bid Security of other Bidders will be returned within seven (7) days of the executed contract agreement.

The successful bidder will be required to furnish satisfactory Performance Bond and Labor & Materials Payment Bond in the amount of 100% of the contract price. These shall be provided as indicated on the forms included in this Contract Document.

END OF SECTION

**RFP #---- Staebler Farm County Park Multipurpose Building & Site Construction**

**BIDDER’S QUALIFICATIONS AND EXPERIENCE STATEMENT**

Any organization contemplating bidding on this project shall have been an established business entity for at least ten consecutive year period prior to submission of the bid. They shall also provide ten (10) years of documented experience in these forms of work and provide satisfactory evidence of at least three (3) successful municipal projects of similar scope.

The Owner requires supporting evidence regarding Bidder’s Qualifications and competency for the proposed project work elements. The Bidder is required to furnish all applicable information listed below, which must be submitted with the sealed bid at time of the Bid Opening. The Qualifications and Experience certificate must be type(computer) written and signed in ink.

QUALIFICATIONS AND EXPERIENCE CERTIFICATE

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted To: Washtenaw County Parks and Recreation Commission

Address: 2230 Platt Rd., P.O. Box 8645, Ann Arbor, MI 48104

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

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Principal: \_\_\_\_\_

Corporation: \_\_\_\_\_

Joint Venture: \_\_\_\_\_

Partnership: \_\_\_\_\_ Other: \_\_\_\_\_

Individual: \_\_\_\_\_

Name of Project: RFP #8167 Staebler Farm County Park Multipurpose Building & Site Construction

**RFP #---- Staebler Farm County Park Multipurpose Building & Site Construction**

ORGANIZATION

How many years has your organization been in business as a CONTRACTOR?

How many years has your organization been in business under its present business name?

Under what other or former name(s) has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

If your organization is a partnership, answer the following:

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name(s) of General Partner(s): \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of Organization: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

If the form of your organization is other than those listed above, describe it and name the principals:

**RFP #---- Staebler Farm County Park Multipurpose Building & Site Construction**

LICENSING

List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization's partnership or trade name is filed:

EXPERIENCE

List the categories of work that your organization normally performs with its own forces:

On a separate sheet, list major construction projects your organization has completed in the past five (5) years, giving the name of project, OWNER, Architect/Engineer/Landscape Architect, Contract amount, date of completion and percentage of the cost of the work performed with your own forces.

On a separate sheet, list the construction experience and present commitments of any key individuals of your organization.

CLAIMS AND SUITS (If you answer "yes" to any of the questions below, please attach a separate page with details.)

Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? \_\_\_\_\_

**RFP #---- Staebler Farm County Park Multipurpose Building & Site Construction**

REFERENCES

Trade References: \_\_\_\_\_

Bank References: \_\_\_\_\_

Surety: \_\_\_\_\_

Name of Bonding Company: \_\_\_\_\_

Name and Address of Agent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name of Organization: \_\_\_\_\_

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

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

Mr/Mrs/Ms \_\_\_\_\_ being duly sworn deposes and says that the information provide herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID MAY BE CONSIDERED INCOMPLETE.**

**RFP#8167 Staebler Farm County Park Multipurpose Building & Site Construction**

Write in Bidders company name here:

**NOTE: PLEASE SUBMIT THIS PROPOSAL VIA .PDF**

RFP #8167 STAEBLER FARM COUNTY PARK  
MULTIPURPOSE BUILDING & SITE CONSTRUCTION

The undersigned as Bidder hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the Advertisement, Information for Bidders, Proposal, General Conditions, sample Service Contract, Forms of Bonds, Specifications and Plans, as prepared, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project(s) and performing related work in full accordance with the aforesaid Contract Documents, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

| Addendum No. /Dated | Date of Receipt | Signature |
|---------------------|-----------------|-----------|
| _____               | _____           | _____     |
| _____               | _____           | _____     |
| _____               | _____           | _____     |

**AWARD OF CONTRACT:**

Washtenaw County 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 Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations could be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications, needs, and interests.



**RFP#8167 Staebler Farm County Park Multipurpose Building & Site Construction**

Write in Bidders company name here:

RFP #8167 **PROPOSAL PRICES:** The Bidder agrees to complete this Project and any of same type of work for the following unit prices:

| Item | Item Description             | Qty   | Unit | Unit Price | Total Price |
|------|------------------------------|-------|------|------------|-------------|
| 1.   | Concrete                     | 3,500 | SF   | \$         | \$          |
| 2.   | Asphalt                      | 45    | CY   | \$         | \$          |
| 3.   | Stone Base                   | 90    | CY   | \$         | \$          |
| 4.   | Seeding                      | 350   | SYD  | \$         | \$          |
| 5.   | Grading                      | 225   | CY   |            | \$          |
| 6.   | Gravel Walk/Sidewalk Removal | 480   | SYD  |            | \$          |

*Refer to typical details on Civil drawings D-100 for hardscape sections and Seeding specification.*

**MULTIPURPOSE BUILDING & SITE CONSTRUCTION (complete per drawings)**

**Lump Sum Bid Amount** \$ \_\_\_\_\_

\_\_\_\_\_ dollars

(Above Amount shall be shown in both figures and words. In case of discrepancy, the Amount shown in words shall govern.)

**ALTERNATES**

Alternate No. 1

Replace polished concrete floors in classrooms with recessed wood floor. Add: \$ \_\_\_\_\_

Alternate No. 2

Replace exterior wood cladding with fiber cement siding. Deduct: \$ \_\_\_\_\_

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he/she will, within five (5) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Service Contract (Agreement) and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

**RFP#8167 Staebler Farm County Park Multipurpose Building & Site Construction**

Write in Bidders company name here:

**The undersigned further agrees that he/she will commence work immediately after receiving written Notice to Proceed. Construction will commence as early as January 3, 2022, and be substantially complete by December 16, 2022, with the exception of site restoration which must be complete by May 31, 2023.**

*If the above requested deadlines are too restrictive, please provide dates of completion or alternative execution options proposed by your company with this submitted bid.*

*Project completion alternative completion date* \_\_\_\_\_

*Alternate Project execution proposal*

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The undersigned attaches hereto their Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The Bidder shall acknowledge that they are an equal opportunity employer and adheres with the requirements of 8.7.1 - Article XII of the AIA Form A101-2017 – Standard Form of Agreement Between Owner and Contractor.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER.

**RFP#8167 Staebler Farm County Park Multipurpose Building & Site Construction**

Write in Bidders company name here:

**SIGNATURE PAGE**

|  |   |
|--|---|
| _____<br>Signature of Authorized Signer    | _____<br>Date   |
| _____<br>Print Name                        | _____<br>Federal Tax Identification Number                        |
| _____<br>Title                             | _____<br>Company Name   |
| _____<br>Office Phone Number               | _____<br>Company Address  |
| _____<br>Cell Phone Number                 | _____<br>City                      State                      Zip |
| _____<br>Email Address for Purchase Orders | _____<br>County   |

*The above individual is authorized to sign on behalf of company submitting proposal.*

**Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, box checked below, and returned as part of vendor proposal.**

- By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").*

*I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.*

*I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.*

END OF PROPOSAL SECTION

PERFORMANCE BOND

\_\_\_\_\_ as Principal, hereinafter called the CONTRACTOR, and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are firmly bound unto

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

As obligee, hereinafter referred to as "OWNER", in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(Amount shall be shown in both words and figures. In case of discrepancy, amount shown in words shall govern).

for the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONTRACTOR has entered a written contract with the OWNER dated \_\_\_\_\_, for the construction of

RFP#8167 Staebler Farm County Park Multipurpose Building & Site Construction

This bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

Whenever the CONTRACTOR is declared by the OWNER to be in default under the contract, the Surety may promptly remedy the default or shall promptly:

- (a) complete the contract in accordance with its terms and conditions; or
- (b) obtain a bid or bids for submission to the OWNER for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the OWNER, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

Surety shall have no obligation to the OWNER if the CONTRACTOR fully and promptly performs under the contract.

**RFP#8167 Staebler Farm County Park Multipurpose Building & Site Construction**

Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In the Presence of:

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(fill in contractor's name)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

LABOR AND MATERIAL PAYMENT BOND

\_\_\_\_\_ as Principal, hereinafter called the CONTRACTOR, and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are firmly bound unto

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

As obligee, hereinafter referred to as "OWNER", in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(Amount shall be shown in both words and figures. In case of discrepancy, amount shown in words shall govern).

for the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONTRACTOR has entered a written contract with the OWNER dated \_\_\_\_\_, for the construction of

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This bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

**RFP#8167 Staebler Farm County Park Multipurpose Building & Site Construction**

If the CONTRACTOR fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.

Surety's obligations shall not exceed the amount stated in the second paragraph above, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In the Presence of:

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(fill in contractor's name)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

## PART II: PROJECT MANUAL

(See separate files on Purchasing Dept. website listed as “Supporting Document”)

- AIA Form A101-2017 – “Standard Form of Agreement Between Owner and Contractor”
- AIA Form A201-2017 – “General Conditions of the Contract for Construction”
- Supplemental Conditions – “007300-TC-Supplementary Conditions”
- Detailed Specifications
- MEP Specifications



## PART III: GEOTECHNICAL INVESTIGATION REPORT

(See separate files on Purchasing Dept. website listed as "Supporting Document")

## PART IV: DRAWINGS and SKETCHES

(See separate files on Purchasing Dept. website listed as "Supporting Document")