



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

Dated, July 8, 2014: Sealed proposals to provide Construction Services for the Calf Barn Phase II Pavilion Project will be received by the City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, (Lower Level) Rochester Hills, MI 48309, **until 3:00 p.m. Local Time, THURSDAY, JULY 31, 2014**, at which time and place said names of proposers will be publically read aloud.

A Pre-Proposal Meeting has been scheduled for **THURSDAY, JULY 17, 2014 at 10:00 a.m.** at The Rochester Hills Museum at VanHoosen Farm, 1005 Van Hoosen Road, Rochester, Michigan 48307.

The City of Rochester Hills officially distributes bid/proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain bid/proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at [www.rochesterhills.org](http://www.rochesterhills.org), select City Services, Purchasing, Bid Opportunities and link to the MITN website. Final proposal results will be posted on the MITN website after award.

Proposal security shall be a bond provided by a surety company acceptable to the City, which is authorized to do business in the State of Michigan or certified check, equivalent to five percent (5%) of the amount of the proposal, and shall be delivered to the City with the sealed proposal.

Any deviation from the specifications must be noted on the bid. Failure to complete every space on the specification form may disqualify bid.

**THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

Please submit bid on or before the date and time given above to:

Lisa Cummins, CPPB, Purchasing Manager  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan 48309

All proposals **five (5) copies** must be submitted in a Sealed Envelope marked "**RFP – PHASE II CALF BARN PAVILION PROJECT.**"



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

**1. DEFINITIONS**

1. Owner or City shall refer to the City of Rochester Hills.
2. Service Company, Vendor, Contractor, Firm or Proposer shall refer to the company providing a proposal, quote or bid for the work outlined in the specifications.

**2. SCOPE OF WORK**

The City of Rochester Hills is accepting proposals to provide construction services for the Calf Barn Phase II Pavilion Project. The project includes, but is not limited to, labor, products, equipment and materials for the construction of the Calf Barn Phase II Pavilion Project at the Rochester Hills Museum at Van Hoosen Farm, 1005 Van Hoosen Road, Rochester, Michigan 48309. The work includes but is not limited to: concrete, carpentry, door hardware, glazing, roofing and siding, fire suppression, plumbing, electrical and lighting. The City of Rochester Hills seeks the services of a qualified contractor experienced in the project components to perform the construction services needed to complete this project in a professional, cost effective and timely manner. The contractor will be responsible for the hiring of all sub-trade contractors, the coordination of their work and the outcome of the project.

Outlined within this information are the requirements governing the performance and qualifications of the contractor. The contractor should use this information as a guide to understanding the outcome of the project and the quality of work the City seeks.

**3. INSTRUCTIONS TO PROPOSERS:**

**The Proposer shall:**

1. Provide all labor, materials and equipment to successfully complete the work outlined in the Scope of Work and the project drawings and specifications.
2. Provide shop drawings, calculations or any other information to the Architect and the City of Rochester Hills Building Department as required for the review and approval of the various elements of the work.
3. Proposer shall obtain all necessary permits prior to the commencement of work. Proposer will be required to apply for all permits required.
4. The Proposer is responsible for all fees related to the execution of the Contract including but not limited to building and engineering permits, disposal permits, soil erosion permits, insurance, payment bonds, performance bonds, etc. as applicable to this project. Proposer will be required to apply for all permits required. Building Permit fees for the City of Rochester Hills will be waived. At time of permit application Vendor will need to indicate that the permits are required for a City project.



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

5. Proposer shall perform clean-ups of his work area on a daily basis to remove debris from that day's work. At the completion of the work, the Proposer shall remove all equipment, surplus material, rubbish and debris, etc., from the premises. All surfaces involved in the Work shall be cleaned and made ready for use. Proposer shall remove all rubbish and debris from City property and legally dispose of it.
6. All Work shall be done in compliance with all applicable local, State and Federal laws, rules, regulations, zoning ordinances and building codes, as well as M.I.O.S.H.A. guidelines and Americans with Disabilities Act in effect at the time of the project. Proposer shall provide all barricades and other safety equipment, as necessary.
7. The Proposer shall take all necessary measures to prevent damage to other areas of the buildings, grounds, and utilities adjacent to his Work. Should damage occur as a result of the Proposer's Work, the Proposer is responsible for the repair and/or replacement of the damaged area. Otherwise, the City shall repair and/or replace the damaged area and charge the Proposer or deduct the amount from the Proposer's payment.
8. Proposer shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of City business.
9. Proposer shall keep street and/or parking lot pavement clear of mud and debris.
10. Proposer shall not unload, move, hoist, and/or store material or equipment, so as to interfere with normal use of facilities and/or driveways, sidewalks or building entrances and emergencies of the fire department, except with prior written authorization by the City of Rochester Hills.
11. Proposer is responsible for the storage and security of their equipment and materials and that of their sub-contractors. Location of material and equipment storage, vehicle parking, and staging areas shall be established only after approval by the City of Rochester Hills.
12. The Proposer shall attend regular and special meetings as deemed necessary by the City of Rochester Hills. Proposer shall have in attendance a representative of each sub-trade, if required by the City.
13. The Proposer shall provide reproducible "as-built" drawings as specified by the Construction Documents or as deemed appropriate by the City of Rochester Hills. Marked-up or reproduced Architect's drawings will not be submitted as shop drawings.
14. Cutting and patching is the responsibility of the Proposer.
15. No Sunday work without prior written approval by the City of Rochester Hills.
16. Proposer shall be required to provide partial and complete waivers of liens from sub-contractors



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

performing work on the project.

17. The design professional will perform up to two (2) inspections of final work. Thereafter, additional re-inspections will be at Contractor's and/or Subcontractor's expense. Design Professional will record time, including travel time and mileage, required in making re-inspections and notify Contractor of charges. The City will deduct any such expenses of Design Professional from Contractor's final pay request. Following the substantial completion date, the contractor shall have ninety calendar (90) days to complete the punch list.

#### **4. INSTRUCTIONS TO PROPOSERS**

- Required bonds, proper insurance and W-9 form are required prior to the City signing the contract from the awarded contractor.
- Proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive."
- Proposal Form and Vendor Questionnaire must be completed entirely and submitted with Proposal. Proposal shall be in conformance with and subject to the Request for Proposals.
- All licenses required by the State of Michigan, and/or the City of Rochester Hills (the calf barn is located in the City of Rochester), which are necessary to perform this Contract, must be obtained prior to the award of contract.
- No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.
- In the case of any discrepancies, the subject shall be referred to the City for decisions and the City's decision shall be binding; and without such decision, adjustment shall not be made by the Proposer save at his own risk.
- For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Proposer to correct the deficiencies within the time period agreed upon, shall constitute cause for termination of the services and/or withholding of payment.
- The City may modify the Request for Proposals prior to the deadline for submission by issuance of addendum. It shall be proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda. Addendums will be posted on the MITN system.
- All proposal prices shall remain in effect for at least ninety (90) days from the due date of proposals to



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

allow for the award. Awarded proposer's prices shall remain firm through the term of the contract.

- The City reserves the right to waive any informalities or immaterial omissions or defects not involving price, time or changes in the work. Any deviation from the specifications must be noted in the proposal.
- The City of Rochester Hills reserves the right to split or abstract any or all proposals and award one or multiple contracts from the same proposal, based on price, availability and service, qualifications and experience of contractor, comparable projects and references, when in its judgment it best serves the City.
- All correspondence or inquiries from interested contractors regarding this Request for Proposals shall be directed to the attention of Lisa Cummins, CPPB, Purchasing Manager, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248-841-2537, cumminsl@rochesterhills.org.
- Only those persons designated above are authorized to seek additional information from prospective vendors regarding their proposal. Correspondence or inquiries made directly to contractors regarding their proposal from all other persons are to be directed to those City employees designated above for appropriate review and response.

## **5. BIDDER QUALIFICATIONS**

- A. Proposer is required to provide financial statements, if requested by the City.
- B. Provide a history of your firm, list corporate officers, general experience and capabilities.
- C. Provide description of current and the last five (5) completed projects your firm has performed that are similar in scope to this project, including costs.
- D. Provide report of current workload and status.
- E. Provide previous experience in working with regulatory/government agencies.
- F. Provide list of anticipated sub-contractors to be assigned to the project.

## **6. SECURING DOCUMENTS**

- A. Copies of the Request for Proposals Documents may be obtained from the Michigan Intergovernmental Trade Network ([www.mitn.info](http://www.mitn.info)) or from the Purchasing Division, City of Rochester Hills, 1000 Rochester Hills Drive (Lower Level), Rochester Hills, Michigan 48309. The authorized version of the Request for Proposals document shall be that Request for Proposals document appearing on the MITN website with amendments.
- B. Drawings and specifications remain the property of the City of Rochester Hills.



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

**7. EXAMINATION OF DOCUMENTS AND SITE OF WORK**

- A. Before submitting a proposal, each proposer shall examine the drawings carefully, shall read the Specification Manual and all other Request for Proposals documents, and shall visit the site of the work. Each proposer shall fully inform himself prior to proposing as to existing conditions and limitations under which the work is to be performed, and shall include in his proposal sum the cost to cover the items necessary to perform the work as set forth in the Request for Proposals documents. No allowance will be made to a proposer because of lack of such examination or knowledge. The submission of a proposal will be considered as conclusive evidence that the proposer has made such examination.

**8. PROPOSAL FORM**

- A. In order to receive consideration, make proposals in strict accordance with the following:
- I. No proposal will be considered unless it is made in accordance with the specification manual, drawings, addenda, instructions to proposers, general conditions and other documents, as provided.
  - II. Proposals must be submitted on the forms provided, properly signed and with all items filled out. Do not change the wording of the proposal form, and do not add words to the proposal form. Unauthorized conditions, limitations, or provisions attached to the proposal will be cause for rejection of the proposal. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the proposer.
  - III. No faxed proposals will be considered for this solicitation.
  - IV. No late proposals will be accepted. Late proposals will be returned to submitter unopened. The City of Rochester Hills assumes no responsibility for errant delivery of proposals including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point as specified.
  - V. The City of Rochester Hills reserves the right to postpone a due date for its own convenience. Proposals are considered received when date stamped and in the possession of the Purchasing Division.
  - VI. Only properly identified proposals received on time will be evaluated.
  - VII. Proposals that are not in total compliance with the specifications manual and other documents included in the Request for Proposals shall be marked "alternate" or the City will presume the proposal meets the specifications herein.





City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

**9. WITHDRAWAL OF BIDS**

- A. A proposer may withdraw his proposal, either personally or by written request, at any time prior to the due date.
- B. No proposer may withdraw his proposal for a period of ninety (90) calendar days after the due date.

**10. CITY OF ROCHESTER HILLS (OWNER'S) RIGHT**

- A. The City of Rochester Hills reserves the right to reject any or all proposals submitted and to waive any informality and irregularity in the proposals and in the proposing.
- B. The City of Rochester Hills reserves the right to award the contract in its best interests.
- C. The City of Rochester Hills reserves the right to accept Alternates in any order or combination on the basis of the sum of the base proposal and the Alternates accepted.

**11. POST PROPOSAL INFORMATION**

- A. Proposers to whom award of a Contract is under consideration shall submit to the City of Rochester Hills, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement unless such a Statement has been submitted as a prerequisite to the issuance of Proposal Documents.
- B. Proposers to whom award of a contract is under consideration shall submit to the City of Rochester Hills, a list of proposed sub-contractors and suppliers, upon request.

**12. TAXES**

- A. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. A tax exemption certificate will be provided if requested.
- B. All proposals in original contract work, and for all other work thereunder, shall include all applicable taxes, including social security, Medicare, unemployment, except real property taxes on the site.
- C. Proposal shall also include all premiums, assessments, and other like payments, charges, and costs incidental to the work covered by the Contract Documents.

**13. INSURANCE REQUIREMENTS**

Submit a Certificate of Insurance on an Accord Certificate form prior to the execution of a contract and commencing work meeting the minimum limits of liabilities as outlined. Certificate of Insurance shall have



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

language the same as that shown in example. All insurance carriers must be acceptable to the City and licensed in the State of Michigan. The City of Rochester Hills shall be named as certificate holder.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached.

The Contractor shall not allow for any lapse of insurance coverage in the amounts shown. Failure of the Contractor to maintain the required insurance shall be grounds for contract cancellation. No work shall be performed on the site in the absence of any insurance coverage required herein.

1. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations with limits of liability not less than \$1,000,000 per occurrence and aggregate; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, 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.
3. **Umbrella Liability Insurance:** The Contractor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **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.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *“It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, H2A Architects, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”*
6. **Cancellation Notice:** Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”





City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

**14. HOLD HARMLESS**

To the fullest extent permitted by law, the Proposer agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills, including the Architect and their employees, against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills, including the Architect and their employees, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

**15. PAYMENT AND PERFORMANCE BONDS**

Performance and payment bonds shall be required, satisfactory to the City executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the price specified in the proposal prior to execution of a contract.

**16. PAYMENT TERMS**

Payment will be remitted net 60 days by check, 45 days by ACH or 20 days by credit card following receipt and authorization of an accurate invoice and acceptance of work that includes the following detailed project information:

Information for each discipline on each individual project:

- Itemization of all services performed
- Number of hours spent on each project
- Fees associated with these hours
- Product costs
- Balance of costs remaining

Prime Contractor shall submit to Owner an Application for Payment for each payment, together with a Contractor's Declaration, Partial Conditional Waiver and a Sworn Statement (Attachment B) declaring that they have not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, or otherwise done anything for which they will ask, demand, sue for, or claim compensation from the Owner other than as indicated on the Contractor's Declaration and shall submit receipts or other vouchers showing their payments for materials and labor, including payments to sub-contractors.

All such payments shall be subject to any deductions or reservation, which may be made in accordance with the terms of this contract. The retainage held on each payment shall be equal to 10% of the work completed to date until the end of the warranty period. At that time Contractor will be paid for 100% of the balance of the work completed. No allowance will be made for materials furnished.

With each Payment, the Contractor shall submit a fully executed Sworn Statement with the most recent



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

Schedule of Values and a Partial Conditional Waiver. The Schedule of Values shall allocate the entire contract sum among the various portions of the work. Sworn Statements shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Pay Estimate. The Contractor shall make payments that are due to all subcontractors and suppliers within ten (10) days after receipt of payment for the work from the City. The Contractor shall keep the project and the site free and clear of all liens and claims from subcontractors and suppliers.

Application for Payment shall not include requests for payment for portions of the work for which the Contractor does not intend to pay to a subcontractor or material supplier or other parties providing services for the Contractor.

The Contractor further warrants that, upon submittal of an Application for Payment, all work for which payments have been previously issued and payments received from the City, shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, materials suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work. Failure of a prime Contractor to comply with prompt pay provisions may result in sanctions. Sanctions may include, but are not limited to withholding of estimates on projects where prompt payment violations are confirmed and/or withdrawal of bidding privileges.

No payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work and final payment at the expiration of the warranty period.

The Contractor's request for final payment shall be accompanied by the following documents:

- a) Contractor's Declaration
- b) Contractor's Affidavit
- c) Waivers, as required from major suppliers and subcontractors
- d) Release of surety
- e) Release from other public agencies for which permits have been obtained under this contract.
- f) Sworn Statement

After completion of the work under this contract to the satisfaction of the City of Rochester Hills Director of Building Department or his authorized representative, in accordance with all and singular terms and stipulations herein contained, the City shall make final payment less 10% retainage. Before final payment is made, the Contractor shall, as directed by the City, furnish a Contractor's Affidavit that they have paid all claims of every nature, and/or secure a release from the surety or sureties approving payment. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of final payments aforesaid shall operate as, and shall be, a release to the City and their agents, from all claim and liability to the Contractor for anything done or furnished for, relating to, or affecting the work.

The awarded Contractor shall be required to submit authentic, accurate and itemized documentation as



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

required by the contract for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered. Payments shall be approved by the Rochester Hills Director of Building Department or his designee.

## **17. GENERAL CONDITIONS**

The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, comparable projects, references, work plan or capacity, may be overriding factors. Award will be made based on the proposal that is most advantageous to the City of Rochester Hills. The City of Rochester Hills reserves the right to accept or reject any or all proposals, in part or whole and to waive informalities and minor irregularities in proposals received.

The City reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interest of the City or to award to multiple proposals.

The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the contractor resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.

All pages and the information requested herein shall be furnished completely in compliance with instructions. The City of Rochester Hills reserves the right to declare as non-responsive, and reject any incomplete proposal, if material information requested is not furnished, or where indirect or incomplete answers or information is provided.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City of Rochester Hills. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the contractor to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the award of the contract shall be voidable at the discretion of the Mayor of the City of Rochester Hills.

As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

All contractors and subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Proposer shall provide all barricades and other safety equipment, as necessary.

Contractor shall provide all labor, equipment, goods, materials and services necessary to complete the specified work scope in a safe and legally correct manner. All work shall be performed in a thoroughly workmanlike manner in accordance with the highest standards of quality for such work.

The Contractor is an independent contractor and as such will be responsible for paying his/her own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

The City of Rochester Hills shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Rochester Hills' best interest and will be final. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

If the awarded Contractor should neglect to perform the work properly or fail to perform any provision of this contract, the City of Rochester Hills, three (3) days after providing written notice to the Contractor may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor plus twenty (20%) percent for failure to perform.

All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the work under this agreement shall be new and of the best grade of their kind for their purpose. The Contractor shall, if required, furnish evidence as to the kind and quality of the materials, equipment and/or articles used.

It shall be the proposers' responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda. Addendums will be posted on the MITN system.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

In the event bankruptcy proceedings are commenced by or against contractor or under any provisions of the



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party, City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the contractor responsible for damages.

No contract may be assigned, sublet or transferred without the written consent of the City of Rochester Hills. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify and insure the City of Rochester Hills for such acts or omissions.

Contractor shall take all necessary measures to prevent damage to other areas adjacent to his work. Should damage occur as a result of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's invoice.

Contractor is responsible for the storage and security of equipment and materials and that of their subcontractors. Location of materials and equipment storage, vehicle parking and staging areas shall be established, only after approval by the City of Rochester Hills.

Contractor shall store materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of work, the work of other contractors or the operation of City business, including but not limited to, fire department emergencies. Contractor shall keep street and/or parking lot pavement clear of mud and debris. Contractor shall not unload, move, hoist and/or store material or equipment so as to interfere with normal use of facilities, roads, driveways, sidewalks or building entrances except with prior written authorization by the City of Rochester Hills.

All work shall meet with the approval of the Director of Building Department or his authorized representative, as conforming to the provisions and requirements of this contract.

Advanced payments will not be authorized. Payments will be made on a time and materials basis, acceptance of services rendered and submission of appropriate documentation. Correct invoices will be paid net 60 days by check, net 45 days by ACH or net 20 days by credit card upon receipt and acceptance by the City with a ten (10%) percent retainage until punch list completion.

Contracts for work under this Request for Proposals will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices. The successful bidder must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).

The City's acceptance of a Proposal and approval of the award of a contract shall not constitute a formal contract and the acceptance of a proposal and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

Any significant explanation desired by a Proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before





City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

the submission of their proposals. Any information given to a prospective proposer concerning the Request for Proposals will be furnished to all prospective proposers as an amendment or an addendum to the Request for Proposals, if such information would be of significance to uninformed proposers. The City shall make the sole determination as to the significance to uninformed proposers. Questions regarding the Request for Proposals must be made in writing prior to **FRIDAY, JULY 18, 2014 at 5:00 p.m. (local time)**, at which time a response will be prepared and posted on the MITN website.

Contractors are advised that the Request for Proposals is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals or progress of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Contact with review committee members, Mayor or City Council members can result in disqualification. An award will be posted on the MITN website.

Terms and conditions on City's solicitation documents, contracts and/or purchase orders shall prevail and take precedence. Unless expressly accepted by the City, the City will not consider additional terms and conditions submitted by the contractor. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to the City's purchase of goods and services if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. Contractors shall agree that the general and/or any special conditions in the City documents are applicable to purchases made by the City and that the City will not accept exceptions to its terms and conditions.

### **18. Title VI Compliance**

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest agrees to perform services in accordance with Title VI requirements.

### **19. Ineligibility of Iran-Linked Business**

Under 2012 PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal

### **20. Qualifications and Minimum Evaluation Factors**

It is the intention of the City of Rochester Hills to award a contract to a Contractor who furnishes satisfactory evidence of requisite experience and ability and sufficient capital and facilities to complete the work successfully and promptly within the timeline established between the parties.

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals to make an award based directly on the proposals or to negotiate further with one or more firms. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. **Qualifications and Experience**

The contractor shall have on staff personnel who have experience with similar projects as described





City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

herein. Provide a profile of your firm; clearly identify supervisors and foremen, who may be assigned to the City's project. Identify brief overview of his/her qualifications/experience and training (include experience with public sector clients).

2. Comparable Projects

Provide a list of current and last five (5) comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references. Provide type of project, contact name, company name, address, phone number and email address.

3. Capacity

Identify location, size and nature of facilities, as well as staffing capacity. If subcontractors will be utilized, please provide names and description of the scope of services to be provided.

4. Work Plan

Provide a work plan that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well that work program meets the objectives of the City. Include a timeline to complete the work.

5. Cost Proposal – Per Proposal Form

## **21. GENERAL REQUIREMENTS**

1. **USE OF PREMISES**

The Contractor expressly undertakes at its own expense:

- A. To stage materials, equipment and employee vehicles to ensure ingress/egress to the property, the City's occupancy and use of the premises by the public.
- B. To take every precaution against injuries to persons or damages to property.
- C. To comply with the regulations governing the use of premises which are occupied and to perform the Contract in such a manner as not to interrupt or interfere with the operations of the facility.
- D. To store apparatus, materials, supplies and equipment in such orderly fashion as will not unduly interfere with City occupancy, use of premises by the public, the progress of contractor's Work or the Work of any subcontractors.
- E. The City and the general public may utilize the facilities during the entire period of construction. It is essential that buildings and services be maintained throughout the construction period, with minimum disturbance and disruption to the City's operations, emergency vehicles, staff and the public.
- F. Welfare of facility's occupants and the general public shall be considered at all times, including safety, disturbance and environment. Contractor, subcontractors and all workmen shall be aware of these requirements and objectives.
- G. The nature of this project is such that close coordination will be required of the Contractor with the City to assure that work on the site, access to and from the site and the general conduct of operations is maintained in a safe and efficient manner.
- H. Contractor shall arrange with City to sequence construction and to make connections to utilities at such times that shall not interrupt utility services or unsatisfactory operations of the building.



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

2. CONTRACTOR'S SUPERINTENDENT

- A. The Contractor shall provide the services of a competent superintendent from the beginning of the Work to the date of final completion of the Contract.
- B. The Superintendent shall be at all times in charge of the Work, shall be provided with such assistance as is necessary to properly carry on the individual branches of the Work, and shall at all times maintain competent supervision of the Contractor's own Work and that of its subcontractors to insure compliance with the Contract requirements.
- C. The Contractor shall provide a staff adequate to coordinate and expedite the Work properly.
- D. The Contractor shall be solely responsible for all construction means, methods, techniques, sequence and procedures and for coordinating all portions of the Work under the Contract.
- E. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs connected with the Work.

3. CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching that may be required to make several parts of the Work come together properly.
- B. Any cost caused by defective or ill-timed work shall be borne by the Contractor.
- C. The Contractor shall not endanger any work by cutting or otherwise, and shall not cut or alter the work of another contractor, except with the written consent of the City.

4. CLEANING

- A. The Contractor shall at all times keep the City's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the work shall remove all the rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the City may cause such cleaning to be done by others and charge the cost of same to the Contractor.
- B. The Contractor shall clean up all rubbish from employee's lunches and breaks, including food wrappers, drink containers, bags, cups and other debris, immediately at the end of the lunch period or break. At no time shall such debris be left strewn about the site.
- C. The Contractor will be responsible for all damage from fire, which originates in, or is propagated by, accumulations of rubbish or debris resulting from the Work.
- D. All rubbish and debris shall be disposed of off the City's property in an approved landfill site. No open burning of debris or rubbish will be permitted. Job site shall be left neat and clean at the completion of each day's operation.
- E. In addition to all the above requirements, upon completion of the Work or of an individual section thereof, the Contractor, immediately prior to turning over the Work or completed portion thereof to the City, shall arrange for the proper and complete performance of the following:



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

- Removal of paint, adhesive, primer or bitumen spillage or overspray, smeared caulking or sealing compounds and similar defects, from all finish surfaces including mechanical and electrical devices and equipment.
- Removal and replacement of caulking or sealant beads not properly adhering to substrate.
- Removal of temporary coverings in applied floor finish areas and final, thorough broom or vacuum cleaning of all finished floors. If final broom cleaning does not, in the opinion of the City's Representative, provide a floor surface which is suitable for moving in of the City's equipment, scrub and polish or otherwise refinish areas as directed until acceptable to the City's Representative.
- Restoration of previously finished surfaces damaged due to failure or removal of protective measures.
- Cleaning by washing all soiled concrete walks where exposed.

- F. The Contractor's employees shall at no time wear dirty work boots, gloves or clothing into the building, except as required in the case of an emergency. Contractor shall clean all stains resulting from dirty boots or clothing from the interior and exterior of the building.
- G. All employees working at the job site will be required to wear appropriate clothing at all times and no music will be allowed to be played.

5. WATER FOR CONSTRUCTION

- A. Water for construction or demolition will be available on the site.

6. DRINKING WATER AND SANITARY FACILITIES

- A. The Contractor shall work with City Staff to arrange for use of drinking water and the City's sanitary facilities. Temporary sanitary facilities shall not be used on site without the approval of the City prior to site delivery.

7. CONTRACTOR'S MEASUREMENTS

- A. Before ordering material, preparing Shop Drawings, or doing any work, each Contractor shall perform field measurements to verify all dimensions, which may affect the Work. Test cores and/or sampling shall be restored to match the original conditions.
- B. The Contractor shall also verify in-place materials to ensure new materials are adequate to meet Project requirements. Any discrepancies shall be brought to the attention of the City's Consultant for clarification before bids are submitted.
- C. The Contractor assumes full responsibility for the accuracy of the field measurement figures, and for installation of appropriate materials. No allowance for additional compensation will be considered for discrepancies between dimensions on the Drawings and actual field dimensions, or due to the Contractor's failure to verify in-place materials.

8. PROGRESS MEETINGS



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

When directed by the City's Representative, meetings shall be held for the purpose of coordinating, expediting and reviewing the Work. The Contractor and subcontractors will be required to have qualified representatives at these meetings, empowered to make decisions concerning the Project.

9. WORK SCHEDULE

Before the signing of the Contract, a definite time schedule shall be agreed upon in general by all parties concerned, and within a reasonable time after the Contractor has been notified by the City of being awarded the Contract, they shall submit to the City a schedule of operations giving the dates that each part or branch of the Work will be started and completed..

10. LAYING OUT THE WORK

The Contractor shall lay out all work in accordance with existing ordinances, clearances and conditions and establish all equipment locations.

11. CONTINUITY OF SERVICES

Continuity of all existing fire department services shall be maintained throughout the construction period. Where it is necessary to disrupt any electrical service, water or waste systems, etc., it shall be coordinated with the City for convenient disruption of service and done in accordance with all applicable codes and the requirements of the service provider.

12. GLASS PROTECTION

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

13. FIRE PREVENTION

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

- All combustible debris shall be removed from the building and storage areas on a daily basis, including empty paint, adhesive and primer containers, oily rags, bitumen mops, etc.
- No bitumen heating kettles shall be allowed in the building, or within 50 feet of building exterior walls, except upon special arrangement with the City's Representative and with written authorization from City's Representative designating the exact location.
- All tarpaulin or other covers for stored materials, openings in walls, etc. shall be flameproof.
- Paints, thinners, adhesives, primers or other highly flammable materials shall be stored only in well-ventilated areas at ground level, unless otherwise approved by the City's Representative, and all mixing and preparation shall be restricted to such areas. All such materials shall be handled in accordance with



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

safe practice and the requirements of authorities having jurisdiction, and in no case shall empty containers, or oily or paint soaked rags be left in the building at end of a shift.

- No open fires on the site.
- Insofar as possible, avoid storage of large quantities of flammable materials at the site.
- Gasoline may not be stored in any building at any stage of construction.

14. SMOKING

There shall be no smoking in any area where flammable materials are being stored or used. The Contractor shall be responsible for the conduct of the Contractor's employees relative to this smoking restriction.

15. USE OF SYSTEM

The placing of work or any part thereof into use, even with the City's consent, shall not be construed as acceptance of the work by the City, nor shall it be construed to obligate the City in any way to accept improper work or defective materials.

16. STANDARD SPECIFICATIONS

- A. Code Listing: Any reference to standards of any society, institute, association, or governmental agency, which is part of the Building Code in effect for this project shall comply with the edition date published in the referenced edition of the Building Code.
- B. Non-code Listings: Any reference to standards of any society, institute, association, or governmental agency which is not part of the Building Code for this project shall be the edition in effect at the time of the due date of the proposal, except as otherwise specifically stated in this Project Manual.

17. INSPECTION AND TESTS

- A. The Architect and City and/or their representatives shall at all times have access to the work wherever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and for observation.
- B. No failure of the City, during the progress of the Work, to discover or reject materials or work not in accordance with the Contract Specifications and Drawings shall be deemed an acceptance thereof nor a waiver of defects therein and no payment or partial or entire occupancy of the premises by the City shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract Documents.
- C. Where tests are specifically called for in the Specifications, the City shall arrange and pay all costs of such tests and engineering services. Where tests are not specifically called for in the Specifications, but are required by the City or Architect, the City shall pay all costs of such tests and engineering services unless the tests indicate that the workmanship or materials used by the Contractor are not in conformity with the Drawings, Specifications or approved Shop Drawings. In such event, the Contractor shall pay for the tests, shall remove all work and materials so failing to conform and replace it with work and materials, which are in full conformity.



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

18. PARKING

A limited number of parking spaces will be made available in locations at the site designated by the City's Representative. The Contractor shall be responsible for ensuring all personnel engaged in the project comply with the City's requirements.

19. ACCIDENT PREVENTION AND PROCEDURES

- A. Promptly report in writing to the City's Representative and the Architect all accidents which cause death, personnel injury or property damages, arising out of or in connection with the performance of the Work, whether on or adjacent to the site. Where death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City's Representative and Architect.
- B. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, promptly report the facts in writing to the City's Representative and the Architect giving full detail of the claim.

20. PROJECT SAFETY

- A. Contractor shall assume full responsibility for complying with and enforcing all rules and regulations of all federal, state and municipal authorities having jurisdiction, as outlined in the General Conditions, including those of any Occupational Safety and Health Act.
- B. The requirements outlined hereinafter are to be considered as minimal, and where the requirements of any of the above authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.
- C. Any items damaged due to failure to comply with these requirements shall be corrected or replaced, to the satisfaction of the City's Representative without cost to the City.
- D. Assume full responsibility for enforcing compliance with any protective measures indicated in specific sections of the work.
- E. Provide all barricades, night lanterns, guard rails and other safety measures at points of danger in accordance with the requirements of federal, state and municipal regulations.

21. CITY-OCCUPIED AREAS

As the City will continue to occupy the facility during construction, the Contractor shall supply the City's on-site representative with a schedule of specific daily work areas and hours prior to construction activities.

22. FORM OF GUARANTEE

Contractor shall provide to the City the Contractor's standard 1-year warranty. Manufacturer's warranty shall be provided for newly installed materials and equipment.

23. COMPLIANCE WITH CODES AND REGULATIONS





City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

The entire work shall be carried out in full compliance with all applicable laws, codes, rules and regulations of all federal, state and municipal governments and authorities having jurisdiction. It shall be the duty of the Contractor to fully understand all such requirements and to ensure that such are fully and faithfully carried out. All permits and associated fees shall be the responsibility of the Contractor to apply for and pay for.

27. JOB CONDITIONS

The Contractor shall make provisions for secure storage of materials and equipment while at the project site. The City shall not be held responsible for any materials or equipment missing from the site or damaged by vandalism, nor shall the City be charged for replacement of any missing or damaged materials or equipment.

The City's Representative will coordinate site access with the Contractor to minimize any inconvenience to the City. This facility may be occupied and in use during this work. If necessary, the Contractor shall phase all work so site access is always available. The Contractor will provide and install all necessary temporary signage required.

Confine equipment, storage of materials, debris, and the operations and movement of workmen within limits established by the City's Representative.

Existing components and finishes damaged during this work shall be restored to original condition or shall be replaced with new materials as directed by the City or Architect.

Proceed with this work only when weather conditions will permit unrestricted use of materials and installation methods for the work being done. During periods of cold weather work, all mastics, primers and sealants must be stored warm, and must remain warm until immediately prior to usage.

Barricade areas where necessary for safety of the general public and as required by the City and post with warning signs. Operate warning lights, if required by the City.

The Contractor shall be responsible for laying out the work on site in conformance with the Project Documents and shall be responsible for any damage caused by reason of any inaccuracy on its part. Contractor shall take all field measurements necessary for the work and shall be responsible for their accuracy.

28. UTILITIES

Prior to any field work, a meeting shall be scheduled between the Contractor, the Architect and the City's Representative. The purpose of this meeting is to locate all used and non-used utilities within the work area. Do not interrupt existing utilities serving facilities occupied and used by the City, except when permitted in writing by the City's Representative and then only after acceptable temporary utility services have been provided.

Existing utility systems and service lines remaining, if damaged, shall be repaired at the Contractor's expense. If specified, relocation of existing utility systems and service lines to accommodate the completion



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

of the project shall be accomplished in accordance with local codes and ordinances. Contractor shall contact utility companies for information pertaining to locations and construction of existing utility lines.

29. SAFETY AND PROTECTION

Provide site safety program and protection of the fire department facilities, and the general public. Federal and local laws and ordinances regulating health and safety measures shall be strictly observed. All demolition and site clearance is subject to all provisions of applicable local ordinances and regulations.

30. QUALITY CONTROL

Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejections when such defect is discovered, nor shall it obligate the City for final acceptance. The presence or absence of the City's Representative or Architect shall in no way relieve the Contractor of the responsibility to furnish materials and construction in full compliance with the plans and specifications.



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

**VENDOR QUESTIONNAIRE**

The following pages include a vendor questionnaire to be completed and submitted with your proposal (five copies). Each item must be completed with a response. Proposers not responding to any of the specifications or questions may be classified as unresponsive. Supplemental information may be attached.

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

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

City/State/Zip Code: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Firm Established: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many years has your company been providing construction services? Provide firm history including general experience and capabilities.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

What percentage of your business is commercial construction? \_\_\_\_\_%



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

What percentage of your business is residential construction? \_\_\_\_\_%

Describe your construction experience with work on historical buildings.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Please provide a list of five (5) current or completed projects your firm has performed that are similar in scope to this project (include municipal work). Provide type of project, contact name, company name, address, phone number and email address.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

How many employees does your company employ?

Full-time employees: \_\_\_\_\_ Part-time employees: \_\_\_\_\_



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

Provide a work plan/methodology for this project. Include date of availability to start and a timeline.

---

---

---

---

---

---

---

---

---

---

---

---

What is the status of your current workload?

---

---

---

---

---

---

---

---

Describe the resources you are capable of bringing to the City of Rochester Hills. Submit brief staff profiles to be assigned to this project.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Will subcontractors be utilized for this contract? If so, please provide a list of potential subcontractors.



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

---

---

---

---

---

---

---

---

Have you been involved in or has a State of Michigan Building Complaint ever been filed against your company, owner of the company or personnel to be assigned to this project? Please explain.

---

---

---

---

---

---

---

---

Have you been involved in any litigation during the past five (5) years? If so, provide an explanation.

---

---

---

---

Provide Warranty information on new materials/products.

---

---

---

---

Provide Warranty information on services provided by your company.

---

---

---

---

The City of Rochester Hills prefers to issue payment through credit card transaction. Please indicate payment method to be utilized for this engagement.

\_\_\_\_\_ Check – payment minimally 60 days from receipt of invoice





City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

\_\_\_\_\_ ACH – payment 45 days from receipt of invoice

\_\_\_\_\_ Credit Card – payment 20 days from receipt of invoice

Specify any exceptions, substitutions or deviations from the specifications provided herein. ALL exceptions to these specifications must be clearly and fully explained.

---

---

---

---

---

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide construction services for Phase II Calf Barn Pavilion Project at the Rochester Hills Museum at Van Hoosen Farm, as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all prices proposed shall remain in effect for at least ninety (90) days from the proposal due date to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a proposal, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer’s services, or (2) benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The undersigned certifies on behalf of the Proposer that the Proposer is not an “Iran Linked Business”, as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012, PA 517.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Representative’s Name: \_\_\_\_\_



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

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

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

Dated: \_\_\_\_\_



City of Rochester Hills  
Request for Proposals  
For Phase II Calf Barn Pavilion Project  
At Rochester Hills Museum at Van Hoosen Farm  
RFP-RH-14-025

**ATTACHMENTS**

- Attachment A      Specifications Manual
- Attachment B      Contractor's Declaration  
Partial Conditional Waiver  
Sworn Statement  
Contractor's Affidavit
- Attachment C      Contract and Supplemental Conditions
- Attachment D      Sample Certificate of Insurance/Acord Form
- Attachment E      Plans -  
Drawing No. G001  
Drawing No. C101  
Drawing No. A101  
Drawing No. A102  
Drawing No. M001  
Drawing No. M101  
Drawing No. P101  
Drawing No. E001  
Drawing No. E101  
Drawing No. E102
- Attachment F      Title VI Requirements