



Request for Proposal for Groen Stone Capping Project

BID 2023-16

SECTION I. INTRODUCTION

Proposals for the Groen Stone Capping Project will be received by Otsego County to the attention of Roger Latuszek, 225 West Main Street, Room 203, Gaylord, Michigan, 49735 until **12:00 p.m. local time on Friday, September 22, 2023**. Bids will be publicly opened and read at 1:45 p.m. on Friday, September 22, 2023 in Room 100 at 225 W. Main Street, Gaylord, MI.

Any questions must be received in writing by Monday, September 18, 2023 @ 12:00 p.m. (noon) addressed to Roger Latuszek, 225 West Main Street, Room 203, Gaylord, Michigan, 49735 or to email rlatuszak@otsegocountymi.gov. Answers to all questions will be available by Monday, September 18, 2023 at 4:30pm only on the Otsego County website: <https://www.otsegocountymi.gov/442/Bid-Document-Archive>

The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. The reason for rejection may include past performance issues, and compatibility with existing equipment or software. Vendors located in Otsego County are hereby granted a 5% cost variance for low bid determination.

SECTION II. INSTRUCTIONS, INFORMATION AND REQUIREMENTS

1. **Purpose:** The purpose of this Request for Proposal (RFP) is to receive proposals for the Groen Preserve Tree Planting Project.

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful firm (referred to as the contractor), Otsego County, and the contractor will negotiate a contract and a complete scope of services.

All proposals submitted become the property of Otsego County and will not be returned. The County is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

2. **Submittal of Proposals/Bids:** Submittal of proposals/bids shall be on the form attached hereto in **Section IV** no later than 12:00 p.m. on Friday, September 22, 2023. Proposals shall be sealed and clearly marked as BID 2023-16 on the outside, and sent to the following:

Attn: Roger Latuszek
225 W. Main Street, Room 203
Gaylord, Michigan 49735

Bids will be publicly opened and read at 1:45 p.m. on Friday, September 22, 2023 in Room 100 at 225 W. Main Street, Gaylord, MI.

3. **Official Signature:** An authorized official/person acknowledging full understanding of the information contained in this RFP must sign the Bid/Proposal Form.
4. **Inquiries:** Questions regarding the RFP should be directed to Roger Latuszek by calling 989-350-6626 or emailing.
Any questions must be received by Friday, September 18, 2023 by 12:00 p.m. noon.
5. **Insurance Requirements:** Contractor shall furnish a Certificate of Insurance from an insurance company licensed to do business in the State of Michigan and acceptable to the County for the following:
- Workers Compensation and Employers' Liability, Michigan Statutory Limits of Liability.
 - Commercial General Liability Insurance.
 - Motor Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

Otsego County will be named as Additional Insured on all insurance coverage, with the exception of Workers Compensation and Employers' Liability insurance.

Limits of Liability for General Liability, and Vehicle Liability shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.

- The certificate of liability insurance is required to have a 30-day notice of cancellation.
6. **Bid and Performance Bonds:** Bid bonds are required for construction or repair projects in the amount of \$100,000 or more. Bid bonds and performance bonds are required for construction or repair projects in the amount of \$250,000 or more. Bid bonds shall be in the amount of 10% of the total contract price. Performance bonds will be in the amount of 100% of the total contract price. Bond requirements cannot be waived.
 7. **Lien Waivers:** For construction or repair projects in the amount of \$50,000 or more, the contractor is required to provide partial lien waivers, verifying all subcontractors and suppliers have been paid for their work to date, for payment requests beyond 25% of the total contract price. The final 10% of the contract price can be paid prior to receipt of lien waivers. The contractor will provide final lien waivers within 30 days of contract completion. In the event that a contractor does not provide the required lien waivers, the contract will not be eligible for future County projects without the consent of the County Infrastructure Committee.
 8. **Licenses:** The winning bidder hold any licenses necessary to work in the State of Michigan.
 9. **References:** Bidder shall provide the names of three (3) commercial accounts for similar work performed. References are also required for any subcontractors.
 10. **Evaluation and Award:** Bids/proposals shall be evaluated and awarded by the County as soon as practicable. Award of the bid will be based on quality, service, completion date, experience and price. Information on each of these categories shall be included in bid responses.
 11. **Compliance with the Law:** Contractor shall comply with all applicable federal, State and local laws and ordinances, rules and regulations, as well as any applicable County policies.
 12. **Timeline:** Project is to commence upon board approval. Final Project Completion shall be November 10, 2023.
 13. **Delay Liquidated Damages:** If Final Completion occurs after the Final Completion Date, Contractor shall pay to the Owner liquidated damages in the amount of \$50 per day from the compensation total beginning on the day fifteen of the total contracted dollar amount per day for each day that such non-performing party has failed to perform; provided, that upon termination of the contract agreement, such damages determined under this Section shall cease to accrue and the performing party shall be entitled to recover such damages from the non-performing party as the performing party may have suffered in addition to the damages specified in this Section. The payment of any of the foregoing amounts shall not be deemed to constitute a forfeiture or a penalty.

SECTION III. SCOPE OF SERVICE

Furnish and provide all materials, supplies, tools, equipment, labor, supervision, and expertise to properly and professionally perform all required services described in this RFP.

CONTRACTOR RESPONSIBILITIES

General Information:

- Contractor must obtain any and all labor and material costs necessary to complete the work described herein. The cost of material and labor should be included in the bid price, with square footages or lineal footages noted for materials and services.
- Work shall be performed in a professional manner.
- All work must be completed by November 10, 2023.
- Sample of contract attached for review.
- Any bidding contractor must arrange a scope inspection/walk-through of the location by contacting Roger Latuszek (989-350-6626) prior to bid submittal.

Work to be completed:

- Application of 2"-3" apton stone applied over current 2" loose fill areas
- 1.3 acres: approximate dimensions must be confirmed by contractor:
 - 200'x200' parking lot;
 - Sidewalks:
 - pavilion to the head of trail
 - parking lot to new ranger's station;
 - Hetherton Road driveway entrance of 1400' length
- Contractor duty to procure all permits and satisfy all applicable digging requirements through the Otsego County Building Department and/or the Soil Conservation District
- Contractor responsible for all grading requirements at applicable areas

Contractor to Complete and attach Question Qualifications:

1. Office in Otsego County: location.
2. Years in County:
3. Examples of work.
4. References and firm contacts.
5. Meet November 10, 2023 deadline and sign contract agreement when available.

COUNTY RESPONSIBILITIES:

- 1. Provide prompt payment (30 days or less) upon receipt of detailed invoices for completed work.

**SECTION IV. BID/PROPOSAL FORM
BID 2023-16**

The undersigned proposes to furnish all necessary equipment, materials and labor to perform the work described above for Otsego County in accordance with the attached specifications stated herein for the price listed below. Please chose one below.

No.	Description	Qty	Total Price
Materials			
Materials total:			\$ _____

AND

No.	Description	Qty	Total Price
Labor/disposal (by Trade)			
Labor total:			\$ _____

OVERALL TOTAL LABOR AND MATERIALS (full bid): \$ _____

AS REQUIRED ABOVE, PLEASE ATTACH THE NAMES OF THREE (3) COMMERCIAL ACCOUNTS FOR WHICH SIMILAR WORK WAS PREVIOUSLY PERFORMED, ANSWERS TO QUALIFICATION QUESTIONS, PROOF OF INSURANCE AND SIGNATURE OF SECTION IV BID PROPOSAL INFORMATION BELOW.

IF YOU SHOULD HAVE QUESTIONS, PLEASE CONTACT ROGER LATUSZAK, GROEN DIRECTOR AT (989) 350-6626.

COMPANY NAME: _____

COMPANY ADDRESS: _____

SIGNATURE: _____ (include evidence of authority if applicable)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

DATE: _____



NAME OF PERSON TO SIGN CONTRACT: _____

HOW DID YOU FIRST HEAR OF THIS REQUEST FOR PROPOSAL?
(please circle one)

Gaylord Herald Times

County Web-Site

Weekly Choice

Word of Mouth

(CONTRACT SAMPLE)

OTSEGO COUNTY AGREEMENT FOR THE GROEN STONE CAPPING PROJECT
2023-16

1. Parties. This agreement made this _____ day of _____, 2023, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **CONTRACTOR** , located at **ADDRESS** , hereafter CONTRACTOR.

2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until November 10, 2023.

3. Definitions.: supplied as needed
 - A. County: Means Otsego County, and to include designated Directors(s) applicable to this RFP and further defined as a person appointed by the Otsego County Board of Commissioners as the individual(s) responsible for completing and submitting the RFP bidding and award documentation and recommendation to the Otsego County Board of Commissioners.

 - B. County Representative. Means the Groen Director, Roger Latuszek or other representatives under the direction of the County Administrator.

 - C. Permits: Means those permits required by the Otsego County Building Department and/or Soil Conservation Department for construction, services and/or repair required to be obtained by the CONTRACTOR at the CONTRACTOR'S cost and application.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable quoted cost hereof, for the total amount not to exceed **DOLLARS (US\$ _____)**. The PROJECT shall be defined as the Groen Stone Capping Project completed without exceeding the maximum amount quoted herein as "OVERALL TOTAL LABOR AND MATERIALS (full bid) "
 5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) all required permits are obtained and satisfied by the CONTRACTOR; (b) all scope work stated herein have been completed and that such completed work is in accordance with all building code requirements; (c) all lien waivers are submitted and verified (d) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the Otsego County Building Department and/or Soil Conservation Department.

Unless otherwise authorized by the County Representative, the Contractor's work is to be completed **no later than November 10, 2023**. If

the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The County Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the County Representative and Budget and Finance Committee.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.
7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
 - A. all items listed in "work to be completed" herein
 - B. post construction cleaning of related construction debris
 - C. proper painting preparation and protection of surrounding and contiguous unrelated surfaces
8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.
 - A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services

provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including, Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

D. All Section II, 5. Insurance requirement stated herein.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination subject to construction cost confirmation through materials and labor substantiation.

13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County:	Matthew Barresi Otsego County Administrator 225 West Main Street, Suite 203 Gaylord, Michigan 49735
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14. Titles: Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Date day of Month, 2023 at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO
225 W. Main Street
Gaylord, MI 49735

CONTRACTOR:COMPANY
ADDRESS

By: _____
Douglas C. Johnson, Chair
Otsego County
Commissioner

By: _____
Company Representative
Title _____

Approved as form

Approved as Form

By: _____
Matthew Barresi
Otsego County
Administrator

By: _____
Roger Latuszek
Director Groen Preserve