

BIDDERS COMPANY NAME

# Request for Proposal #6306

## 2006 CDBG Public Facility Improvement Engineering Services: Northfield Township The City of Ypsilanti

Prepared By:

Washtenaw County Purchasing  
Administration Building  
P.O. Box 8645  
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## WASHTENAW COUNTY

Finance Department

**Purchasing Division**

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645

Phone (734) 222-6760, Fax (734) 222-6764

### REQUEST FOR PROPOSAL # 6306

September 29, 2006

Washtenaw County Purchasing Division on behalf of the Office of Community Development is requesting proposals for engineering and project management services for the identified public facility improvement projects in Northfield Township and the City of Ypsilanti. These projects will be funded through the 2006-07 Community Development Block Grant (CDBG) Program, which is a federal grant that Washtenaw County administers for the Washtenaw Urban County.

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

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
P.O.Box 8645  
Ann Arbor, MI. 48107**

## By 3:00 pm on Friday, October 20th, 2006

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

A **mandatory pre-bidder's meeting** is scheduled for **1:00 p.m. on Friday, October 6th, 2006**, and will be held in the Washtenaw County Office of Community Development Conference Room, Suite 300, 110 N. Fourth Street, Ann Arbor, MI 48104. Contact Annette Rook at 734-622-9015 for directions.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP #6306".
- Please direct purchasing and procedural questions regarding this RFP, or a Microsoft Word version of the RFP to **Anne Strieter at (734) 222-6760** or [strietera@ewashtenaw.org](mailto:strietera@ewashtenaw.org)
- Please direct specific technical questions regarding this RFP to Annette Rook **at (734) 622-9015** or [rooka@ewashtenaw.org](mailto:rooka@ewashtenaw.org).

Thank you for your interest.

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## I. GENERAL INFORMATION FOR THIS RFP

**Definitions:**           “**County**” is Washtenaw County in Michigan.  
                              “**Bidder**” is an individual or business submitting a bid to Washtenaw County.  
                              “**Contractor**” One who contracts to perform work or furnish materials in accordance with a contract.

### A. Purpose of the Request for Proposals

The Community Development Block Grant (CDBG) grant was awarded to Washtenaw County on behalf of the Washtenaw Urban County. The 2003-2008 CDBG Urban County Consolidated Strategy and Plan<sup>1</sup> provides an analysis of the need for non-housing community development projects within the boundaries of the following jurisdictions: Ypsilanti Township, City of Ypsilanti, Pittsfield Township, Superior Township, Northfield Township, Salem Township, Scio Township, York Township, Bridgewater Township, and Ann Arbor Township. In this plan, the Washtenaw Urban County jurisdictions (listed above) have expressed a plan to make improvements to qualified neighborhood facilities that address the safety and security needs of residents.

Washtenaw County is working in partnership with the City of Ypsilanti and Northfield Township to solicit proposals for engineering and project management services related to the completion of four public facility improvement projects in those jurisdictions, as detailed below. ***All proposals submitted for this RFP must address all four public facility improvement projects.***

### B. Project Descriptions

#### **Engineering/Project Management Scope of Work**

The Office of Community Development, through its Purchasing Department is seeking proposals from qualified and experienced engineering firms (Contractor) to provide the following services for four (4) upcoming public improvement projects:

- 1) Development of cost estimates for priority improvements and alternates for all four of the public improvement projects listed below;
- 2) Utilizing currently available & newly collected information to develop design specifications for priority improvements and alternates for all of the projects listed below;
- 3) Bidding of construction work;
- 4) Coordination w/ the City of Ypsilanti & Northfield Township to ensure compliance with all applicable local, state, and federal regulations pertaining to the construction activities;
- 5) Coordination w/ the Office of Community Development to ensure compliance with CDBG & County regulations (see Attachment D);
- 6) Construction phase project management services (preconstruction conference, construction oversight, etc.);
- 7) Working with construction contractor to ensure that all necessary permits, approvals, & inspections are obtained in a timely fashion.

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<sup>1</sup> A copy of this plan can be ordered through the Office of Community Development from Annette Rook at 622-9015.

## **Proposed Public Facility Improvements**

The proposed public facilities are listed below, along with the proposed improvements.

### **1) Northfield Township Senior Center, 9101 Main Street, Whitmore Lake, MI**

#### **a. Township Contact(s):**

- i. Larry Andree, Building & Zoning- (734) 449-5000
- ii. Cindy Wilson, Treasurer- (734) 449-2880/ [wilsoncl@twp.northfield.mi.us](mailto:wilsoncl@twp.northfield.mi.us)

#### **b. Proposed Scope of Construction Work:**

- i. **Priority Improvements:** Utilize and make any needed revisions to existing design (Tetra Tech, Inc.) for improvements at Northfield Township Senior Center, which will include site work/drainage, concrete installation, accessibility (see note below), parking lot striping/ finishing, lighting, guard rails, landscaping/restoration, and other work as needed to complete.

#### **ii. Alternates:**

- 1) Remodel of trash enclosure
- 2) Remove/replace gutter
- 3) Relocation of well pipe & wiring
- 4) Relocation of air conditioner units
- 5) Ramp access to basement w/ associated site work, accessibility (see note below), railing, thermal/moisture protection, and other work as needed to complete.

#### **c. Deadline for Completion of Construction Work: May 31st, 2007**

#### **d. Special Considerations:**

- i. All construction work must be completed according to the Uniform Federal Accessibility Standards, as applicable<sup>2</sup>.
- ii. Project will need to go through planning/zoning to increase number of parking spaces
- iii. Part of parking area in railroad right of way.
- iv. Site plan approval for work was obtained in 1999, and it must be updated.
- v. The center will remain open during the course of the project.

### **2) City of Ypsilanti Parkridge Community Center, 591 Armstrong Dr., Ypsilanti, MI 48197**

#### **a. City Contact(s):**

- i. Stan Kirton, Facilities/Project Manager- (734)-483-1421/ [skirton@cityofypsilanti.com](mailto:skirton@cityofypsilanti.com)
- ii. Bill Bohlen, Director of Public Works- (734) 483-1421/ [bbohlen@cityofypsilanti.com](mailto:bbohlen@cityofypsilanti.com)

#### **b. Proposed Scope of Construction Work:**

- i. **Priority Improvements:** Create Design Specifications & Cost Estimates for replacement of portion of roof (approximately 1/3 of area) using rubber/durable material, the replacement of exterior fascia & soffitt, and other work as needed to complete.

#### **ii. Alternates:**

- 1) Excavation/installation of play equipment
- 2) Energy efficient window replacement
- 3) Replacement of 1 set of exterior doors

#### **c. Deadline for Completion of Construction Work: December 30th, 2006 (Priority)**

#### **d. Special Considerations- Parkridge:**

- i. All construction work must be completed according to the Uniform Federal Accessibility Standards, as applicable<sup>3</sup>.
- ii. All construction work must be performed by a licensed Lead Abatement Contract according to Lead-Based Paint Inspection & Risk Assessment completed in August 2006.

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<sup>2</sup> These standards can be found online at the following website:

<http://www.access-board.gov/ufas/ufas-html/ufas.htm>

- iii. After construction, the contractor must obtain a lead clearance that documents that the lead hazards were abated successfully.
- iv. The center will remain open during the course of the project.

**3) City of Ypsilanti Senior Center, 1015 Congress Street, Ypsilanti, MI 48197**

**a. City Contact(s): Same as Parkridge above**

**b. Proposed Scope of Construction Work:**

- i. **Priority Improvements:** Create Design Specifications & Cost Estimates for replacement of entire roof with rubber roof, replacement of ceiling panels, installation of durable T-8 lighting, and other work as needed to complete;
- ii. **Alternates:**
  - 1) Energy efficient window replacement;
  - 2) Installation of accessible (see note below) bathrooms; and
  - 3) Replacement of exterior, side-hinge door in large meeting room.

**c. Deadline for Completion of Construction Work: December 30th, 2006 (Priority)**

**d. Special Considerations- Senior Center:**

- i. All construction work must be completed according to the Uniform Federal Accessibility Standards, as applicable<sup>3</sup>.
- ii. All construction work must be performed by a licensed Lead Abatement Contract according to Lead-Based Paint Inspection & Risk Assessment completed in August 2006.
- iii. After construction, the contractor must obtain a lead clearance that documents that the lead hazards were abated successfully.
- iv. The center will remain open during the course of the project.

**4) City of Ypsilanti Rutherford Pool, 975 Congress Street, Ypsilanti, MI 48197**

**a. City Contact(s): Same as Parkridge above**

**b. Proposed Scope of Construction Work:**

- i. **Priority Improvements:** Create Design Specifications & Cost Estimates for installation of energy efficient hot water heaters for showers, replacement of shower units in men's and women's locker rooms, and other work as needed to complete;
- ii. **Alternates:**
  - 1) Replace ceiling lighting in both locker rooms w/ durable T-8 fixtures & Exterior Lights;
  - 2) Replace boiler w/ energy efficient unit; and
  - 3) Replace entire roof w/ rubber roof.

**c. Deadline for Completion of Construction Work: March 31st, 2006**

**d. Special Considerations- Pool:**

- i. All construction work must be completed according to the Uniform Federal Accessibility Standards, as applicable<sup>3</sup>.
- ii. After construction, the contractor must obtain a lead clearance that documents that the lead hazards were abated successfully.
- iii. The pool will remain open during the course of the project.

**C. Proposal Reservations:**

- 1) 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 Vendor's qualifications and capabilities to provide the specified service, and other factors, which Washtenaw County may consider. The County does not intend to award a bid fully on the basis of any response made to a proposal.
- 2) The county reserves the right to reject any and 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 interest of the County even though it is not the lowest bid.

- 3) An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- 4) In the event it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- 5) Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- 6) Developers and contractors are not eligible if they are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in federal programs or have had a professional license suspended or revoked which is required to provide services for a project under this RFP.
- 7) Complete applications must be received by the Purchasing Department by **3:00 pm on Friday, October 20th, 2006**. Late or incomplete proposals will not be accepted! Proposals received after the deadline will not be reviewed or considered for funding.
- 8) Acceptance of a proposal does not constitute a grant agreement and does not obligate the County to award funds.
- 9) All costs of proposal preparation are the responsibility of the applicant. Washtenaw County shall not, in any event, be liable for pre-contractual expenses incurred by the bidder in the preparation and/or submission of the proposal. The applicant shall not include any such expense as part of the budget in the proposal.
- 10) Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP.
- 11) Additional information may be required by the County for determination of the applicant's qualification to successfully complete the project.

## **D. Compliance with Federal Regulations**

The Office of Community Development has the responsibility to ensure adherence to all applicable federal regulations. Prospective applicants should review federal rules and regulations governing CDBG funding for additional terms, conditions, restrictions and/or requirements that may apply<sup>3</sup>. The Office of Community Development will provide assistance as needed through technical support and continued monitoring. In particular, the special conditions included in Attachment D are items which must be contained in contracts that are fully or partially paid with CDBG funds.

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<sup>3</sup> Funding for selected projects will be made possible by the federal Housing and Community Development (HCD) Act of 1974, and the Community Development Block Grant Program Rule, 24 CFR 570, as amended. Copies of the federal regulation governing the program are available upon request or a program description can be downloaded at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr570\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr570_04.html)

## E. APPLICATION PROCESS - TIMELINE:

RFP available to the public  
Pre-Bidders Conference  
Deadline for submission of proposals  
Award/ Denial letters sent  
Contract begins

September 29th, 2006 @ noon  
October 6<sup>th</sup>, 2006 @ 1:00pm  
October 20<sup>th</sup>, 2006 @ 3:00pm  
October 27<sup>th</sup>, 2006  
October 30<sup>th</sup>, 2006

## II. PROPOSAL PREPARATION INSTRUCTIONS

The proposal shall include all of the following information (failure to include all the information may result in disqualification). **Please submit one (1) original and two (2) copies of each.**

### A. COMPLETE PROPOSAL COVER SHEET & ENCLOSE WITH AUTHORIZED SIGNATURE:

Please use Attachment A of RFP.

### B. PROPOSAL CHECKLIST: Complete & sign Attachment B of RFP.

### C. CONTRACTOR INFORMATION FORM: Complete Attachment C of RFP.

### D. CDBG CERTIFICATIONS: Read and sign Attachment D of RFP.

### E. CUB Agreements: Read & initial Attachment E of RFP.

### F. PROPOSAL NARRATIVE:

- 1) Firm Background– Please briefly provide the history of your firm including the full name, years in business and the types of services normally provided.
- 2) Project Team – The proposal shall include names and qualifications of key personnel to be used on this project, and their capacity or role, including applicable descriptions and dates of similar work in which these persons have been directly involved. Include specifics about the duties performed and whether the project was delivered on-time and within budget. Provide names and qualifications of sub-contractors, including the capacity in which they will be utilized. Provide an organizational chart for your project team. Enclose single-page resumes as part of this proposal for all key members including number of years experience and all similar projects. Clearly identify the person(s) who will participate in this project, in addition to the person(s) that will manage this project.
- 3) Past Experience - List any past experience that the firm has had working with local governments using grant funding to perform similar public improvement projects within the last five (5) years. List at least two (2) projects of similar size, nature, and complexity.
- 4) References – This section shall consist of a list of at least two (2) other governmental clients (include names of contact persons, addresses, telephone numbers, fax numbers, email addresses and a brief description of the work performed) for whom the firm has performed services similar to those required by the County.
- 5) Work Plan/ Timeline - Provide a draft work plan with estimated completion times and anticipated hourly effort for the major work items required to complete all of the projects detailed in Section 1(B) of this RFP. **This timeline must not extend beyond 6/30/07.**
- 6) Approach/Scope of Work - Please describe your understanding of each of the projects and discuss how your organization will achieve the scope of work identified in Section 1(B) of this RFP.

- 7) Cost Proposal - The County will pay for engineering services on a time and material basis with a "not to exceed" cost identified for completion of the projects identified in Section 1(B) of this RFP. Cost proposals must include the following:
- a) A budget by task, and total for each project in its entirety, each on a separate page, itemizing personnel costs and number of hours by employee task. This should include billing rates for assigned staff for each project assumption;
  - b) Itemized direct, indirect and subcontract expenses where applicable; and
  - c) A "not to exceed cost" for each of the four public facility improvement projects.

### **III. STANDARD PROVISIONS FOR COUNTY CONTRACTS**

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

#### ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Director Of the Office of Community Development and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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

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

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

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

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

#### ARTICLE IV - TERM

This contract begins on *October 30<sup>th</sup>, 2006* and ends on *June 30<sup>th</sup>, 2007*.

#### ARTICLE V - PERSONNEL

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

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

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

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from

negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

#### ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

#### ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

#### ARTICLE XII - PREVAILING WAGE RATES AND CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached as an appendix to this Contract.

#### ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

#### ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

## IV. TERMS AND CONDITIONS

### A. Award

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 Contractor's qualifications and capabilities to provide the specified service, and other factors, which 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. Criteria for Ranking of Proposals

Proposals should include all four projects and be detailed enough to evaluate and compare with other project proposals. As such, the following criteria for evaluation of proposals have been established, in order **to select the lowest responsive and responsible bid**. Each proposal will be evaluated on how it addresses these criteria and will then be ranked with the other proposals, as described below, with a total of 30 possible points.

- 1) Firm Background/Past Experience— Demonstrated experience that addresses scope of study and the capacity to accomplish **(0-3 points)**.
- 2) Project Team — Experience & qualifications of project team are appropriate for work to be completed. **(0-5 points)**.
- 3) References - Positive references for similar projects funded by governmental entity. **(0-3 points)**.
- 4) Work Plan/ Timeline - Proposed timing and ability of project team to start immediately **(0-7 points)**.
- 5) Implementation Approach — Demonstrates project understanding, appropriate team structure, and creativity **(0-7 points)**.
- 6) Cost Proposal - Proposed cost for study as summarized in cost proposal compares favorably with other bidders and includes required components **(0-5 points)**.

### C. Term of Contract

The contract(s) will last until **June 30th, 2007**.

### D. Cost of RFP

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

### E. Bid Term

Bid is open until **October 20<sup>th</sup>, 2006 until 3:00 p.m.**

### F. Inspection of Facilities

The Manager of the Purchasing Division reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine the fitness, reliability, and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts, and/or for ability to comply with conditions of the bid.

## **G. Bid Response**

Vendor must affirm that the costs stated in this RFP will be valid for the year period after the proposal is submitted.

## **H. Invoices**

Invoices submitted must be itemized to include monthly costs for given time period, and include the county's purchase order number. Any additional changes need to be detailed on the invoice.

## **I. Insurance**

The contractor shall not commence work under this contract until he has obtained the insurance required within this contract. All insurance papers should be provided at time of award of bid.

# **V. ATTACHMENTS**

**The following documents are attached to this RFP:**

Attachment A: Proposal Cover Sheet & Signature Page

Attachment B: Proposal Checklist

Attachment C: Contractor Information Form

Attachment D: Special Conditions & Certifications for CDBG Contracts

Attachment E: Construction Unity Board (CUB) Agreement

**ATTACHMENT A: PROPOSAL COVER SHEET & SIGNATURE PAGE**

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
Federal Tax ID # _____	<p align="right"><u>CHECK ONE</u></p> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

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.

=====

**OFFICE OF COMMUNITY DEVELOPMENT STAFF USE ONLY:**

DATE/TIME RECEIVED \_\_\_\_\_ Staff Initials \_\_\_\_\_  
MINIMUM SUBMISSION REQUIREMENTS MET? YES \_\_\_\_\_ NO \_\_\_\_\_

<b>ATTACHMENT B: PROPOSAL CHECKLIST</b>
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**PROPOSAL (SUBMIT 1 ORIGINAL AND TWO (2) COPIES OF EACH)**

\_\_\_\_\_ **Proposal Cover Sheet/Signature Page**- Attachment A of RFP

\_\_\_\_\_ **Proposal Submission Requirements Checklist** – Attachment B of RFP

\_\_\_\_\_ **Contractor Information Form**—Attachment C of RFP

\_\_\_\_\_ **Signed CDBG Certifications**—Attachment D of RFP

\_\_\_\_\_ **Initialed CUB Agreement**—Attachment E of RFP

\_\_\_\_\_ **Proposal Narrative**—As described in Section II of RFP

**I certify that the documents indicated on this checklist are included in this proposal.**

---

**Name**

**Title**

## ATTACHMENT C: CONTRACTOR INFORMATION FORM

Firm Name \_\_\_\_\_ Street \_\_\_\_\_ City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person/ Telephone No. \_\_\_\_\_ Email(s) \_\_\_\_\_

Tax ID No. \_\_\_\_\_ DUNS No. \_\_\_\_\_ Corporation ( ) Partnership ( ) Privately Owned ( )

**Please enter the names of corporation officers (if corporation), partners (if partnership), owner (if private)**

Name	Title	Address	Phone No.		Race/ Ethnicity
Name	Title	Address	Phone No.		Race/ Ethnicity
Name	Title	Address	Phone No.		Race/ Ethnicity
Name	Title	Address	Phone No.		Race/ Ethnicity
Name	Title	Address	Phone No.		Race/ Ethnicity
Name	Title	Address	Phone No.		Race/ Ethnicity

List other cities in which your firm or principals have operated: \_\_\_\_\_

**Business references (include local banks and material suppliers):**

Name	Address	Phone No.
Name	Address	Phone No.

**Recent customers with whom you have done business:**

Name	Address	Phone No.	\$ _____ Amount
Name	Address	Phone No.	\$ _____ Amount

**Firms with which you have established credit:**

Name	Address	Phone No.
Name	Address	Phone No.
Name	Address	Phone No.

Have you ever filed for bankruptcy? \_\_\_\_\_

The undersigned contractor certifies that all information given herein is correct and that the information may be verified from any source and further agrees:

That the \_\_\_\_\_ (City, State, or County) contracts license class \_\_\_\_\_ and bond therefore are current, and that the undersigned contractor agrees to maintain current status of all licenses and bonds as required by the \_\_\_\_\_ (City, State, or County).

That the contractor will perform the work in accordance with the description of work, general specifications and all applicable \_\_\_\_\_ (City, State, or County) codes and zoning regulations and be subject to a final inspection by \_\_\_\_\_.

That if the work performed by the contractor is found to be unsatisfactory or if the contract relations between the contractor, homeowner, or other parties are found to be unsatisfactory, the \_\_\_\_\_ (City, State, or County) may remove his/her name from the list of selected contractors without notice.

That any required insurance and workman's compensation will be provided by the contractor on request.

That she/he will abide by all applicable equal employment opportunity regulations.

Date: \_\_\_\_\_

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

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

## **ATTACHMENT D: SPECIAL CONDITIONS/ CERTIFICATIONS FOR CDBG CONTRACTS**

**INTRODUCTION:** The following special conditions are items which must be contained in contracts that are fully or partially paid with CDBG funds. Some items such as bonding and insurance may also be included elsewhere in the contract documents. The Contractor must comply with those County requirements as well as these Federal requirements.

The Contractor shall comply with all applicable special conditions for CDBG contracts as contained herein, and shall insert appropriate provisions in all sub-contracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of sub-contractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor must submit to the Washtenaw County CDBG Administrator within ten (10) days of bid opening, the names and addresses of the sub-contractors he/she proposes to utilize on the project in order for the CDBG Administrator to approve utilization of said sub-contractors. If other sub-contractors are proposed during the construction phase, their names and addresses are to be submitted to the CDBG Administrator prior to utilization for approval.

Complete language on the Federal labor laws is included in the attached HUD 4010, which is incorporated by reference.

*Statements shown in italics are instructions to the reader.*

### **I. SPECIAL CONDITIONS FOR ALL CDBG CONTRACTS**

#### **A. "Section 3" Clause for Bid Documents**

Because this project receives direct Federal financial assistance, compliance with Section 3 of the Housing and Development Act of 1968 and the regulation implementing that Section is required. The Contractor understands that this requires the project to make training, employment and contracting opportunities available, to the greatest extent feasible, to lower-income County residents and businesses.

#### **B. Access to Records (For all contracts other than those awarded under small purchase procedures):**

Washtenaw County, the consultant operating on behalf of Washtenaw County, the State of Michigan, the U.S. Department of HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of performing audit or project monitoring, and such records shall be subject to examination, copying, excerpting or transcribing.

#### **C. Contract Work Hours and Safety Standards**

*Applies to any contracts in excess of \$2,000.00 which may involve the employment of mechanics or laborers. (These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)*

The Contractor shall comply with Sections 103 and 107 of the Contractor Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of that standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. (This

requirement applies to time spent on federally assisted contracts only.) Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

**D. Federal Equal Opportunity Laws**

1. **Certification of Non-segregated Facilities** (for contracts over \$10,000.00)
2. **Title VI, Civil Rights Act of 1964**  
Affirmatively furthering the policies of the Fair Housing Act
3. **Section 109 of the Housing and Community Development Act of 1974.**  
No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act.
4. **Section 503 Handicapped** (for contracts \$2,500.00 or over)
5. **Age Discrimination Act of 1975**  
Prohibits against discrimination on the basis of age
6. **Section 504 of the Rehabilitation Act of 1973**  
Prohibits against discrimination on the basis of disability

**II. ADDITIONAL SPECIAL CONDITIONS FOR ALL CDBG CONSTRUCTION CONTRACTS.**

**A. Copeland "Anti-Kickback Act"**

The Contractor shall comply with the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3. This Act provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Washtenaw County shall report all suspected or reported violations to the U.S. Department of HUD.

**B. All Construction Contracts Over \$2,000.00**

**Davis-Bacon Requirements**

The Contractor shall comply with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. A copy of the prevailing wage rates is included in this solicitation. Any known changes to these wage rates prior to award of contract, shall be made known to offerers. In addition, Contractors will be required to provide payroll information to Washtenaw County on a weekly basis for verification of compliance. Washtenaw County shall report all suspected or reported violations of this condition to the U.S. Department of HUD and/or the U.S. Department of Labor. *(See attached copy of the applicable wage rates, which are incorporated by reference.)*

**C. All Construction Contracts Over \$10,000.00**

**1) Equal Employment Opportunity**

Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

## **2) Minority & Women-Owned Business Recruitment**

The Contractor also agrees to ensure that Minority Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

### **D. All Construction Contracts Over \$100,000.00**

#### **1) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and EPA Regulations of Non-Exempt Federal Contracts**

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h) ); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738; and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under Non-Exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to HUD and to the USEPA Assistant Administrator for Enforcement (EN-329).

#### **2) Bonding and Insurance**

The following bonding and insurance items are required:

- a. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- b. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **III. RESTRICTION ON ALL PUBIC WORKS PROJECTS**

No Contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract.



**Washtenaw County  
Office of Community Development-CDBG**

110 N. Fourth Ave, Suite 300

PO Box 8645

Ann Arbor, MI 48107-8645

PH: (734) 622-9025 – FX: (734) 622-9022

**CERTIFICATION OF SPECIAL CONDITIONS FOR CDBG CONTRACTS**

In accordance with the applicable statutes and the regulations governing the special conditions for Community Development Block Grant Contracts, the Primary Contractor;

\_\_\_\_\_ certifies that they shall:

- Comply with all applicable special conditions for CDBG contracts as contained in the contract.
- Insert appropriate provisions in all sub-contracts covering work under this contract to ensure compliance by sub-contractors.
- Be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- Not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

\_\_\_\_\_  
Signature / Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company





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**CERTIFICATION: SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

Housing and Urban Development regulations implementing Section 3 of the Housing and Urban Development Act of 1968 require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

As evidence of Compliance, the undersigned certifies that he/she will:

1. Take affirmative steps to hire and train lower income residents of the project area, and
2. Solicit the participation of businesses located in or owned substantially by persons residing in the area of the project.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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

PHA/COMPANY: \_\_\_\_\_

**ATTACHMENT E: CUB AGREEMENT**

**MEMORANDUM OF UNDERSTANDING**

**1. WORK DISPUTES**

In return for the promise made in paragraph (3) below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

**2. COFFEE BREAKS**

There shall be no organized coffee breaks.

**3. PAYMENT OF FRINGES**

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (with a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction Manager or General Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

**4. UNION WORK**

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

\_\_\_\_\_  
(Contractor, Owner or Construction Manager)

\_\_\_\_\_  
(Representative of Washtenaw County Skilled Building Trades Council)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Project Description)

\_\_\_\_\_  
(Date)

**THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.**

- WHITE – Union Copy
- GREEN – Contractor or Construction Manager Copy
- CANARY – Owner Copy
- PINK – CUB Copy
- GOLD – Project Copy

Printed On Site