

BIDDERS COMPANY NAME

**REQUEST FOR PROPOSAL**

**#6307**

**POOL MARCITE RENOVATION**

**FOR**

**WASHTENAW COUNTY PARKS**

**AND RECREATION AT ROLLING**

**HILLS COUNTY PARK**

Prepared by:

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

Crystal A. Wake, C.P.M., CPPB  
Buyer  
(734) 222-6760



# 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 # 6307

September 25, 2006

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Request for Proposal (RFP) #6307 for Pool Marcite Renovation.

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

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

**by 4:00 p.m. on FRIDAY OCTOBER 6, 2006**

**Walk-Thru on Monday October 2, 2006 at 1:00 pm. Meet at the Rolling Hills Water Park at 7660 Stony Creek Road, Ypsilanti, MI 48197. A Sign-in sheet will be available before the walk-thru begins.**

**THIS IS NOT A MANDATORY WALK-THRU.**

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

- Please clearly mark the envelope to read "**RFP #6307**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at **734-222-6760**.
- Please direct technical questions regarding this RFP to Steve Wyatt at Rolling Hills County Park **734-484-9676**.

Thank you for your interest.

## RFP #6307 POOL MARCITE RENOVATION

- Definitions:**
- “Bidder”** an individual or business submitting a bid to Washtenaw County.
- “Contractor”** one who contracts to perform services in accordance with a contract.
- “County”** is Washtenaw County in Michigan.
- “WCPRC”** is the Washtenaw County Parks and Recreation Commission

### I. PROPOSAL

Washtenaw County Parks and Recreation Commission presently has a Water Park located at 7660 Stony Creek Road in Ypsilanti, Michigan.

The Washtenaw County Parks and Recreation Commission is requesting proposals for the renovation of the marcite surface of the main pool.

### II. PROPOSAL TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

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D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. To be considered, original proposal and two copies must be at the County Purchasing Office on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be neatly printed 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.

### III. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A) Contractor's Qualifications, years in business.
- B) The overall qualifications of the key personnel to be assigned to perform the installation and training.
- C) At least three (3) current references include company name, contact name and phone number.
- D) Bank reference with name and phone number of contact person.

**IV. STANDARD PROVISIONS FOR 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 the County such as the following:

ARTICLE I - SCOPE OF SERVICES

The Contractor will renovate all pool surfaces including walls and floor below the "freeze zone" totaling approximately 13,200 square feet.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of all invoices the County will pay the Contractor an amount not to exceed:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Rolling Hills Water Park Superintendent and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The County and WCPRC may review and inspect the Contractor's activities during the term of this contract.

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.

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.

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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 - LIVING WAGE

The Contractor understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.87 per hour with benefits or \$11.58 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2007 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - 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 XIV - 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 XV - EQUAL ACCESS

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

ARTICLE XVI - 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 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 OR SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties. Any subtractions, additions, or other changes to the contract will be based on unit prices, unless otherwise negotiated.

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.

**V. TERMS AND CONDITIONS**

**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 based on, but not limited to, the following criteria:

- A) Responsiveness to the Request for Proposal (RFP);
- B) The overall qualifications of the Contractor and, particularly, of the key personnel to be assigned to perform the desired services;
- C) The total price as it relates to requested services;
- D) The scheduling, thoroughness, and rationale of the approach described in the proposal.

The County intends to award the entire contract to a single contractor.

**Term:** The term for this contract is from the time of award through November 30, 2006.

**SCOPE OF SERVICES**

The general nature of the work shall be the renovation of the marcite surface of the main pool at Rolling Hills County Park located at 7660 Stony Creek Road, Ypsilanti, MI 48197.

The contractor shall

1. Cooperatively, with the owner, identify the extent of the work area boundaries, which shall include all floor surfaces below the “freeze zone” plus all pool wall surfaces. Totaling approximately 13,200 S.F.
2. Saw cut vertically through the marcite to the concrete substrate surface along the work area boundaries and remove all loose, delaminated, and deteriorated marcite. Saw cut at all tile and gutter junctions and taper marcite around all pool main drains, inlets, gutter edge, tile edge, and any other protrusion within the work areas to allow a smooth and even surface.
3. Remove any painted marcite or paint from concrete substrate.
4. Acid wash the surface and rinse with clear water to remove debris and neutralize the acid wash surface.
5. Apply a “scratch coat” to the surface, Multi-Koat’s “Scratch Coat” or equal. The contractor shall provide the “scratch coat” manufacturer’s name and product information sheet regarding the product’s intended use. The “scratch coat” shall be applied according the manufacturer’s specifications.
6. Provide a price for an acrylic ad-mix bonding agent for the marcite mixture. This shall be listed as Alternate #1. The contractor shall provide the product name and product information sheet. The contractor shall apply the add-mix bonding agent according to the manufacturer’s specifications.
7. Apply a marcite finish coat to a nominal ½” thickness and trowel to a smooth, hard, and true surface. The marcite shall be batch mixed and applied using two (2) parts carefully graded and blended particles of white Georgia Marble and one (1) part white Portland cement and sufficient water for hydration to produce a consistency for a smooth trowel finish.

**SCOPE OF SERVICES**

8. The contractor shall notify the owner approximately one (1) day prior to completion of renovation to allow time for the owner to refill the pool.

**TIMETABLE:**

The contractor will commence at signing and end on October 31, 2006

**BID SHEET**

Not to exceed price for Marcite Renovation:

\$\_\_\_\_\_ Per Sq Ft. x \_\_\_\_\_ Sq. Ft. = \$ \_\_\_\_\_

Alternate #1: Acrylic add-mix bonding agent:

\$\_\_\_\_\_ Per Sq. Ft. x \_\_\_\_\_ Sq. Ft. = \$ \_\_\_\_\_



**GENERAL CONDITIONS**

**1.0 CONDITIONS AT SITE OR WORK**

Bidders are required to visit the site to ascertain pertinent conditions readily determined by inspection and inquiry, such as location, accessibility and general character of site.

**2.0 INTENT OF THE DOCUMENTS**

It is the intent of the Specifications to describe a complete Project to be constructed in accordance with the Contract Documents. The Specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the County, but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the specifications, the Contractor shall report it to the Washtenaw County Rolling Hills Superintendent or County and obtain proper adjustments before proceeding with the work. The Contract Documents comprise the entire Agreement between County and Contractor. They may be altered only by a written Modification properly executed by both the County and Contractor.

**3.0 CONTRACTOR'S RESPONSIBILITIES**

Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures throughout this project. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

**4.0 LABOR, MATERIALS, AND EQUIPMENT**

4.1 Contractor shall provide competent, suitably qualified personnel to perform the services as required by the Contract Documents.

4.2 Contractor shall furnish all equipment, labor, transportation, machinery, tools and all other facilities and incidentals necessary for the execution, initial operation and completion of the Work

4.3 All materials and equipment to be installed shall be new and shall be applied, installed, cleaned and conditioned in accordance with the instructions of the manufacturer, except as otherwise provided in the Contract Documents.

**5.0 PERFORMANCE AND COMPLETION OF WORK**

5.1 The Contractor shall furnish sufficient forces and equipment as may be necessary to insure the progress of the Work in accordance with the Contract Documents. If, to maintain satisfactory progress, it is necessary to increase the work force or to work overtime, such additional work shall be without additional cost to the County.

5.2 Failure of the Contractor to comply with the requirements of the Contract under this provision will be grounds for determination by the County that the Contractor is not pursuing the Work with such diligence as will insure completion within the specified time limits. Upon such determination by the County, it may terminate the Contractor's right to proceed with the Work, in accordance with the provisions governing Termination of Contract in these General Conditions.

**6.0 SAFETY AND PROTECTION**

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all requirements and regulations of OSHA.

**7.0 USE OF PREMISES**

The Contractor shall confine his apparatus, the storage of materials and the operation of his workers to limits indicated by law, ordinance, permits or direction of the County, and shall not unreasonably encumber the premises or streets with his equipment or materials.

**8.0 CLEANING**

Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work shall remove all waste, rubbish and debris from and about the premises as well as all tools, equipment, machinery and surplus materials. Contractor shall leave the site clean and ready for occupancy by County. No portion of the Work can be abandoned before the cleanup is completed, nor shall final payment be made prior to complete cleanup and acceptance by the County.

**9.0 WARRANTY AND GUARANTEE**

Contractor warrants and guarantees to County that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance, shall be considered defective. All Defective Work shall be corrected to the satisfaction of County.