

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL
#6080
EXCAVATION SERVICES
AT VARIOUS WASHTENAW
COUNTY BUILDINGS

Prepared by:

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

Robert G. Devault, C.P.M.
Purchasing Manager
(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 # 6080

June 5, 2003

Washtenaw County Purchasing Division on behalf of the Washtenaw County Facilities Management Department is issuing a Request for Proposal (RFP) #6080 for Excavation Services at various Washtenaw County Facilities in the Ann Arbor-Ypsilanti area.

Sealed Proposals: Contractor 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 2:00 p.m. on Tuesday July 1, 2003

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

- Please use the attached self-addressed label or the envelope should be clearly marked "**SEALED RFP # 6080**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760**.
- Please direct technical questions regarding this RFP to Alan Nelson at **734-973-4735** or **734-973-4660**.

Thank you for your interest.

I. PROPOSAL SPECIFICATIONS

- Definitions:**
- "County"** is Washtenaw County in Michigan.
 - "Bidder"** 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.

Purpose of Proposal:

Washtenaw County Facilities Management is requesting bids from excavation contractors to provide labor, material, etc., for excavation activities needed at various Washtenaw County facilities. Bid price will be on an hourly basis. The hourly price, and all work, will be based on the requirements detailed below.

Proposal Terms:

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw 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. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 2-5, for Washtenaw County contract requirements.
- 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. To be considered, **original** proposal and **two (2) 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 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.
- F. The compensation requirements stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.

II. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Bidder's Qualifications, years of experience, and describe experience in providing the level and type of service specified in the proposal.
- B. At least five (5) references covering similar services. Include company name, contact name, phone number.
- C. Bidders earliest date of availability to assume the duties.
- D. Bidder's compensation requirements.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor 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 responsible to Washtenaw County Facilities Department Director or designee 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 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 contain endorsements or policy conditions which reduce coverage provided 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

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.

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 - 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 XVII - PRACTICE AND ETHICS

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

ARTICLE XVIII - 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.

ARTICLE XIX - 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 XX - 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. INFORMATION FOR BIDDERS

Bidder's Representation:

- A. Each bidder by making his bid represents that he has read and understands the bidding documents.
- B. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

Interpretation of Documents:

- A. If the prospective bidder is in doubt as to true meaning of any part of the Contract Documents, he must submit a written request to the Architect for an interpretation thereof.
- B. Requests for such interpretations must be delivered to Architect at least 96 hours (4 days) prior to time for receipt of bids.
- C. Bids are to be based only on interpretations as issued in the form of addenda mailed only to each person who is on Architect's record as receiving set of Contract Documents.

Proposals:

- A. Proposals for work as indicated on drawings and as defined in the specifications will be received in lump sum.
- B. Sealed Proposals are to be delivered at the time, date and location stated in the Invitation for Bids.
- C. No bidder shall stipulate in his proposal any conditions not included in Proposal form contained in Contract Documents.
- D. Bidder shall bid any and all alternates to portion of work covered by his base bid. Bidder agrees that his failure to fill in such spaces on his Proposal Form shall be interpreted that work covered by alternate may be incorporated in contract at no change in contract price at option of Owner. In case award of contract might depend upon Owner's selection of alternates, Bidder understands that County will recommend rejection of proposal of any bidder that fills in such spaces with such terms as "NB", "NO BID", or similar statements for any applicable alternate. Each proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in ink or typewritten, in words, figures or both as indicated.
- E. Bidder's proposal price shall include all City, State and Federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in work.
- F. Proposals must be submitted in duplicate on photocopies of Proposal Form included in the specification.
- G. Present proposals in sealed envelopes which must be plainly marked "Excavation Services Proposal - Do Not Open" followed by name of project. Bidder shall be responsible for actual delivery of bid prior to scheduled closing time for receipt of proposal, and it shall not be sufficient to show that bid was

RFP #6080 Excavation Services

mailed in time to be received before scheduled closing time for receipt of proposal.

- H. Telegrams, letters and other written requests for modification or correction of previously submitted proposal, which are addressed in same manner as proposal and are received by Owner prior to scheduled closing time for receipt of bids, will be accepted and proposal will be corrected in accordance with such written request with following provisions:
1. Provided that any such written request is contained in sealed envelope which is plainly marked "Modification Paving Services Proposal", followed by project name.
 2. Provided that, in case of telegraphic modification, Owner is satisfied that written confirmation of such telegraphic modification over signature of bidder was mailed prior to closing time. If such written confirmation is not received within two days from date of closing, no consideration will be given to telegraphic modification.

Submission of Post-Bid Information:

- A. Upon request by the Architect, the selected bidder shall within ten (10) days thereafter submit the following if requested:
1. A statement of costs for each major item of work included in the bid.
 2. A designation of the work to be performed by the bidder with his own forces.
 3. A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated in the bidding documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work. The bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractors' respective trades. Prior to the award of the contract, the Architect will notify the bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at his option, withdraw his bid without forfeiture of bid security. If the bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the Owner may, at his discretion, accept the increased bid price or he may disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

Award of Contract:

- A. Bidders agree that, work will be let as single blanket contract to Bidder.

RFP #6080 Excavation Services

- B. In awarding contract, Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder; amount of other work being carried on by bidder; quality, efficiency and construction of equipment proposed to be furnished, period of time within which equipment is proposed furnished and delivered; and necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of his bid.

The County intends to award a contract to three (3) to five (5) contractors.

Form and Execution of Contract:

- A. Owner will prepare and forward to successful bidder required copies of contract. Bidder shall return properly executed prescribed copies of contract to Owner within eight days after their receipt.
- B. No proposal shall be considered as being binding upon Owner until written contract has been properly executed and satisfactory bond has been furnished. Failure to execute and return contract and within prescribed period of time shall be cause of annulment of award at option of Owner.

Time of Completion:

- A. Bidders must agree to commence work on date to be specified by Owner in written "Notice to Proceed" and to fully complete project within the time stated in contract.

Minimum Wages:

- A. The Contractor agrees that all craftsmen, mechanics and laborers employed by the Contractor to perform work on this Project shall receive at least the prevailing wages and fringe benefits of the Building Trades 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 for work on this Project shall contain similar provisions covering any employees of the Subcontractor who performs work on this Project.
- B. If requested by the Owner, the Contractor agrees to furnish proof satisfactory to the Owner, that this Article of sub- contracts are being complied with. The Contractor agrees that all sub-contracts entered into by the Contractor for work on this project shall contain a similar provision requiring, upon request by the Owner, proof by the Sub-contractor that this Article or a similar Article in a sub-contract is being complied with.
- C. Inclusion of schedule of minimum wages to be paid employees in work under this contract does not relieve contractor from compliance with any State Wage Law that may be applicable. Contractor must abide by Wage Law of State or Municipality, and must pay not less than rates prescribed or as set forth herein, whichever is higher.

Non-Discrimination Provision:

- A. The Contractor shall comply with all provisions of Executive Order No. II246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or other Government Agency or Authority having jurisdiction.

PROPOSAL FORM

BID #6080

PROJECT:

**EXCAVATION SERVICES AT VARIOUS
COUNTY BUILDINGS ON AN AS-NEEDED BASIS**

NAME AND ADDRESS OF BIDDER:

DATE:

The undersigned, in compliance with your Invitation to bid for the Construction work on the subject project has received and examined the Contract Documents and all conditions regarding this project, and having visited the site of the proposed project, hereby propose:

1. To hold my bid open for a maximum of forty five (45) days.
2. To accomplish the work in accordance with all the Contract Documents.
3. To commence work under the contract at a date to be specified by the Owner in written "Notice to Proceed".

Bidder understands that the Owner will not be liable for any amount in excess of the initial agreed to unit prices, except as expressly stated in written change orders duly executed and delivered by the Owner.

I acknowledge receipt of the following addenda.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

BIDDERS CERTIFICATION

The bidder hereby certifies:

that this proposal is genuine and is not made in the interest of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

that he has not solicited or induced any person, firm or corporation to refrain from bidding; and

that he has not sought by collusion or otherwise to obtain for himself an advantage over any other bidder or over the Owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of the work.

(Name of Corporation, Partnership, or Person submitting Bid)

A Corporation organized and existing under the laws of the state of _____

A Partnership consisting of _____

An Individual trading as _____

of the City of _____ State of _____

that I have examined and carefully prepared this bid from the Contract Documents and have checked the same before submitting this bid; that the prices are neither directly nor indirectly the result of an agreement with any other prime bidder; that I have full authority to make such statements and submit this bid on (its) (their) behalf, and that the said statements are true and correct.

Signature

Title

Address

(Area Code) Phone Number

RFP #6080 Excavation Services

PROPOSAL FORM
EXCAVATION SERVICES
BID #6080
UNIT PRICES
BIDDER NAME AND ADDRESS

TYPE OF WORK	UNIT COST
STRAIGHT TIME	_____ \$ /HOUR
EQUIPMENT OPERATOR	_____ \$ /HOUR
LABORER	_____ \$ /HOUR
OVERTIME	_____ \$ /HOUR
EQUIPMENT OPERATOR	_____ \$ /HOUR
LABORER	_____ \$ /HOUR
SUNDAYS/HOLIDAYS	_____ \$ /HOUR
REMOVAL & TRUCKING OLD MATERIAL	_____ \$ /CU. YD.
PROVISION & INSULATION OF 2IAA LIME STONE	_____ \$ /CU. YD.
MATERIALS	_____ % MARKUP
RESPONSE TIME	_____ DAYS

**BIDDER'S QUALIFICATION QUESTIONNAIRE
Bid #6080**

Questions must be answered and the dates given must be clear and compressive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information they desire.

1. Name of bidder: _____

2. Permanent main office address: _____

3. When organized: _____

4. If a corporation, where incorporated: _____

5. How many years have you been operating under your present firm name: _____

6. Contracts on hand (schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).

7. Have you ever defaulted on a contract? _____

If so, where and why? _____

RFP #6080 Excavation Services

8. List the more important contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.

9. List your major equipment on hand:

10. Provide a copy of your license/certification.

11. Experience in similar work is important. List at least four (4) references including names, addresses, phone numbers and contact persons, of clients for whom projects were performed.

print company name: _____

print name: _____

title: _____

signature: _____

GENERAL CONDITIONS

General Notes

All bidders shall be subject to the conditions set forth in the document known as the "General Conditions" of the Contract for the Construction of Buildings as published by the American Institute of Architects, Form A-201 of 1987, and consisting of pages 1-17 inclusive, with current revisions, a copy of which is on file in the office of the County Architect and is available to any person.

Contract Documents

The documents upon which this Contract is based shall consist of the above-mentioned General Conditions of the Contract, Specification of the Work, including instructions to bidders, drawings and the Agreement. It shall be the duty of the Owner and the Contractor to inform themselves of the requirements of the said documents for any part of the work or materials before signing the agreement. In case changes in work or materials from those outlined in said documents are desired, such changes adding or deducting from this work must be stipulated in writing and attached to and made a part of the agreements.

Intent of Documents and Correlation

This specification and the accompanying drawings are intended to describe and include everything required and necessary to the proper and entire finishing of each branch or trade of work mentioned. They are intended to be cooperative and what is called for by either is as binding as if called for in both.

The Contractor shall not avail himself of any manifestly unintentional error or omission should such exist. Should any error or inconsistency occur or appear in the drawings or specifications, the Contractor shall mention the same for proper adjustment before proceeding with the work and, in no case, shall he proceed with the work in uncertainty.

Permits, Regulations and Taxes

The Contractor shall obtain all permits and licenses (building permits, electrical, heating and ventilation, and plumbing permits are available at the Washtenaw County Building Inspection Department which is the agency having jurisdiction over the work). The contractor is responsible for paying all permit fees to the County Building Inspection Department. The contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work. If any of the work of the Contractor is done contrary to such laws, ordinances, rules and regulations without such notice, he shall bear all costs arising there from. The Contractor shall include all sales tax in all bids, and make proper provisions for all other State or Federal applicable taxes.

The Contractor shall be present at the pre-job start meeting evidence of all required permits. The Contractor is advised that timely inspections by the Washtenaw County Building Inspection Department are a requirement of this contract and are a condition of progress and final payments. The Contractor is also advised that each required inspection is free. However, re-inspection required due to failure of the Contractor to have the work ready will be charged the regular re-inspection fee by the County Building Inspection Department. All inspections will be final and a Certificate of Occupancy, where applicable, will be required before final payment will be made.

RFP #6080 Excavation Services

Materials, Labor and Appliances

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. All materials which are affected by moisture shall be protected from such.

The Contractor shall employ only persons who are skilled in the work to be performed.

Examination of Existing Facilities

The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications. Failure of the Contractor to inform himself will in no way relieve him from the necessity to complete the work as contemplated by the plans and specifications without additional cost to the Owner.

Protection of Work and Property

The Contractor shall continuously protect all existing facilities and new work as it is completed. He shall be responsible for making good any damage or injury.

Dimensions and Field Measurement

The Contractor shall be responsible for making field measurements before proceeding to complete the work. If the dimensions shown on the plan are incorrect, the Contractor shall advise the County Architect before proceeding with the work.

Substitutions and Alterations

Proposals are to be based upon the brands, makes, and standards of materials specified, unless substitutions are authorized by the Architect. Each bidder shall state in his proposal the names of substitutions which he proposes to use if approved and the amount which is to be added or deducted from the proposal.

Selection of Items by Owner

Where the Owner has the option to select materials, color, finish, etc., it is understood and agreed that the County Architect will make such selection or decision within a reasonable time after being requested by the Contractor to do so.

Changes in Work

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such changes.

Payments

It is necessary that payments be made during construction. The Contractor shall furnish a release of materials and work completed to date. Payments will be made for ninety (90%) percent of the work in place and material on the site at the time of payment. On projects in excess of \$100,000, the County Architect may reduce retain age to five (5%) percent if the project work schedule and work quality justifies the reduction.

Contractor's Application for Payment must be accompanied by written confirmation that all required permits and licenses have been obtained by the Contractor and that all required inspections have been made as of the date of application. Failure to furnish such written confirmation may result in the Contractor's Application for Payment being denied and funds withheld until such written confirmation is submitted to the Owner.

Indemnification and Insurance

The Contractor shall protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature which may result in injury or death to any persons, 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 Agreement 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.

The Contractor shall maintain at its 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 \$500,000 each accident.
2. Broad Form Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Policy to include products and completed operations and independent contractors liability coverage. The County shall be added as "additional insured" on the General Liability policy with respect to the services provided under the contract.
3. Automobile liability insurance covering all owned, hired and non-owned 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.

All insurance policies shall be issued by well rated companies authorized to do business in the State of Michigan and acceptable to the County Administrator.

The Contractor shall be responsible for payment of all deductible contained in any insurance required in this contract.

If any of the above insurance coverage's are written on a "claims made" basis, the Contractor agrees to keep such insurance in force for at least three years following completion of services under this contract.

RFP #6080 Excavation Services

Contractor shall furnish certificates of insurance addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI 48107 with certificates of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall provide for 60 day written notice of cancellation.

Liens

The County may elect to withhold the final payment or any retained percentage due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract and an affidavit that so far as he had knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

Additional Insurance to be Used as Applicable

Where work involves digging or blasting, the Comprehensive General Liability policy shall include coverage for property damage from perils of explosion, collapse or damage to underground utilities (referred to as XCU coverage).

If a separate or distinct structure is to be built the contractor should be required to furnish an all risk Builders Risk policy for 100% of the completed value of the contract. The Named Insured will be "Washtenaw County*", the contractor and any subcontractor as their interests may appear.

Correction of the Work

Neither the final certificate nor payments, or nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects in workmanship or faulty materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting therefrom, which shall appear within a period of one year from the date of completion unless otherwise stated in this document. The Owner shall notify the Contractor of observed defects with reasonable promptness.

*Washtenaw County, its employees, elected and appointed officials, volunteers and all other associated, affiliated, allied or subsidiary entities now existing or hereafter created as their respective interests may appear.

SPECIAL CONDITIONS

1. SCOPE OF WORK

- a. Through this bid, Washtenaw County is attempting to set up a blanket Purchase Order for the period of July 1, 2003 through June 30, 2006, with a Contractor for the Excavation Services on an "as needed" basis. The Contractor who is selected will be expected to perform services based on the prices contained in this bid.
- b. When services are required, the Contractor will be contacted and supplied with a drawing showing the requested work, or met at the site by Facilities staff to discuss the project. The Contractor is expected to provide a written estimate for the project, and when accepted, to perform the work in a timely manner.
- e. The Contractor will be expected to fully complete the attached price breakdown in the bid form. These are examples of work typically required of the contractor. A project may include one or more of these items. The project also may include items not listed in the bid form.
- d. The contractor is also expected to complete the Bidder's Qualification Questionnaire outlining their qualifications for this work.
- e. The County has the option of extending this contract for an additional two years providing all parties are in agreement.
- f. The prices submitted by the Contractors in this Proposal must remain in effect until June 30, 2006. If the Contractor wishes to revise the pricing at that time, the new costs, along with an explanation for these revised costs, must be submitted to the County Architect for approval. Once approved in writing, the revised prices will be in effect.

2. COMPLETION

- a. Upon completion of each project, or when directed by the County Representative, the Contractor shall conduct careful inspection with the Architect, and shall correct all defective work to the satisfaction of the County Representative.
- b. Remove all scrap, litter and debris resulting from operations specified herein, and leave work and the premises in clean and satisfactory condition.

3. WARRANTY

The contractor shall warrant all work performed under this contract for a period of two years from the date of Owner's acceptance of the completed job. Any defects in materials or workmanship appearing during this period shall be corrected without cost to the owner.