

Request for Proposal #6138

CDBG Homeowner Rehabilitation Brookside Sewer and Water Project

Prepared By:

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

Anne Strieter, Senior 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

May 3, 2004

Washtenaw County Purchasing Division on behalf of the Department of Planning and Environment is requesting proposals for 2004-05 Community Development Block Grant (CDBG) homeowner rehabilitation funds available for the Brookside Sewer and Water Project.

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 11:00am on Friday, June 25, 2004.

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.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP #6138".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or email strietera@ewashtenaw.org
- Please direct specific technical questions regarding this RFP to Damon Thompson at (734) 222-3803, or thompsonde@ewashtenaw.org.

Thank you for your interest.

I. PROPOSAL PURPOSE & TERMS

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 Proposal

Washtenaw County, Michigan is seeking proposals from licensed, qualified contractors for the purpose of connecting private plumbing systems to existing municipal sanitary sewer and water mains for twenty (20) eligible homeowners in the Brookside Subdivision. **An address listing is available in Attachment A.** The Brookside Sewer and Water Project is a collaborative effort between Washtenaw County, the City of Ann Arbor and Pittsfield Township. Funding for homeowner rehabilitation targeting households is made available through the Community Development Block Grant (CDBG) program. This grant is awarded to Washtenaw County by the Department of Housing and Urban Development (HUD). The current funds available from this grant covers the period from July 1, 2004 to June 30, 2005. Individual contracts will be executed for each eligible homeowner address in the Brookside subdivision. Washtenaw County is requesting proposals from contractors until Friday, June 25th, 2004. **Contractors will be able to inspect homes prior to submitting proposals on the following dates:**

- 7:30 a.m. to 9:00 a.m. – Monday, June 7th
- 4:30 p.m. to 6:00 p.m. – Monday, June 7th
- 7:30 a.m. to 9:00 a.m. – Wednesday, June 9th
- 4:30 p.m. to 6:00 p.m. – Wednesday, June 9th

B. Background

The homes in the Brookside Subdivision are served by a community well and individual septic systems. The community well water is distributed to each home via a 4” transite pipe located within the road right-of-way and individual ¾” and 1” water lines. By September 2004, the City of Ann Arbor will provide municipal sanitary and water service to the subdivision. A 4” PVC sanitary lead will be brought to the property line of each house and will be left at a depth of approximately 10 – 11-ft. Please see City of Ann Arbor Public Services Department for exact elevations. The City will also provide a new curb box to each house and will connect the new main to the home’s existing plumbing at that curb box.

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C. Responsibilities/Scope of Work To Be Performed:

- (1) At a minimum, the Contractor must complete the following items of work in accordance with all applicable City of Ann Arbor and Washtenaw County standards and codes.
- Obtain all necessary plumbing permits from the City of Ann Arbor and Washtenaw County (if necessary)
 - Obtain sewer lead as-built information from the City of Ann Arbor's Public Services Department
 - Properly abandon all old septic tank(s) by:
 1. Having tanks pumped by a licensed septage hauler/septic tank pumper.
 2. Having tanks crushed by an excavator.
 3. Back-filling the crushed tank(s) with an inert fill material.
 4. Reporting the tank abandonment to the County's Environmental Health Regulation Department.
 - Install a bypass line across the tank to connect the home's sump pump to the septic field
 - Any internal plumbing changes necessary to tie into the sanitary sewer
 - Completing the new plumbing connection insuring that the lateral line is connected directly to the sanitary lead that exists at the property line. All work must be inspected prior to back filling.
 - Connecting all wastewater lines, including basement washing machine and sink lines, to the sanitary sewer
 - Any internal plumbing changes necessary for installation of City of Ann Arbor water meter, including installation of the meter horn
 - Scheduling of City of Ann Arbor and Washtenaw County personnel, as necessary, to provide permit inspection and to install water meter
 - Excavation of old ¾" inch copper or galvanized water supply line from the existing curb box and replace with new 1" inch copper supply line
 - Final grading; filling in voids after settlement
 - Driveway restoration due to excavation and any lawn restoration to include seeding and straw covering as a result of excavation

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- Any other items not identified here but necessary to provide connection to the municipal sanitary sewer and water main. The Contractor is responsible to notify the owner of these items prior to beginning work.
- Warranties and guarantees of workmanship

(2) For each property, the following estimates shall be provided for three scenarios:

OPTION A: providing basement gravity sewer service below existing basement footing.

OPTION B: providing gravity sewer service above the basement floor and a pumped connection for any existing basement sinks and washing machine.

OPTION C: providing water service lead from main to curb box [if existing lead, then from main to house]

Included on the cover page is also an option to combine both water and sewer connection service.

For each option, the estimates must include the following information:

- Starting and completion dates
- Total cost, with a breakdown for labor and material charges

(3) Retainage

5% of the final payment will be retained until all site clean up and lawn restoration items are completed to the homeowner's satisfaction.

(4) Other Items

Please remember: It is illegal to connect lines that discharge storm water, groundwater, roof runoff, sub-surface drainage, or surface water into the sanitary sewer (such as sump pumps, footing drain, downspouts, etc.). For the Brookside Subdivision, footing drain water that is collected in the sump, may be discharged to the septic field, if the system is in functional condition and properly sized.

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D. Proposal Terms

- 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.

III. PROPOSAL/ CONTRACTOR INFORMATION

The proposal must include all of the following information (failure to include all the information could result in disqualification):

A. Complete Cover Page with the following information [Attachment C of the RFP]:

- 1) Name and Address of Firm
- 2) Contact Person, Telephone and Fax Number
- 3) Email Address (if available)

B. Approach and Objectives: The contractor shall outline in their proposals the services needed to address Options A, B, and C as described in the Scope of Work. **Use the attached templates for submission of proposals.**

C. Personnel: Please indicate any subcontractors who will be working on this project, their role in the project, and provide a listing of similar projects completed.

D. Enclose Signature Page with at least one original authorized signature (Attachment B of RFP)

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 Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the CDBG/HOME Fiscal Specialist 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 **TBD** and ends on **TBD**.

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

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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 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.
4. Builders Risk Insurance on the entire project. Such insurance shall be written in an amount equal to the contract sum. Insurance shall be written on a replacement costs basis. The insurance shall name as insured the Owner and Washtenaw County. The insurance shall cover the entire work at the site identified in this agreement, including reasonable compensation for architects fees made necessary by an insured loss. Insured property shall include property on the site but not yet a part of the building, portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The insurance required in this section shall be written to cover "all risk" of physical loss except those specifically excluded in the policy.

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.

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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 parties 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 \$9.42 per hour with benefits or \$11.06 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 May 1, 2004 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 - 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.

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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.

V. 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. Term of Contract

The project is estimated to start August 1, 2004 through June 30, 2005.

C. 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.

D. Bid Term

Bid is open until June 25, 2004 until 11:00 am.

E. 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.

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F. Bid Response

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

G. 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.

ATTACHMENT A: ELIGIBLE BROOKSIDE HOUSEHOLDS

The addresses to include, but not limited to:

- 3100 Baylis
- 3120 Baylis
- 3133 Baylis
- 3157 Baylis
- 3160 Baylis
- 3174 Baylis
- 3175 Baylis
- 3180 Baylis
- 3187 Baylis
- 3200 Baylis
- 3209 Baylis
- 3221 Baylis
- 3227 Baylis
- 3239 Baylis
- 3244 Baylis
- 3264 Baylis
- 3160 Dwight
- 3195 Dwight
- 3145 Stone School
- 3281 Stone School

ATTACHMENT B: SIGNATURE PAGE¹

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
Federal Tax ID # _____	<p style="text-align: right;"><u><i>CHECK ONE</i></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.

ATTACHMENT C: QUOTATION & PROPOSAL – BROOKSIDE CDBG REHABILITATION PROJECT

Name:

Address:

Phone:

Fax:

E-Mail:

Date:

Proposal Number:

Option A: Gravity Sewer Connection Work.....	\$ _____
Option B: Gravity Sewer Connection Work.....	\$ _____
Option C: Water Service Connection Work.....	\$ _____
Combined Sewer & Water Connection Work.....	\$ _____
Total.....	\$ _____

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OPTION A: GRAVITY SEWER CONNECTION [with basement service]

Date: _____ **Proposal Number:** _____

Description of work:

Description	Cost
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OPTION B: GRAVITY SEWER CONNECTION [without basement service]

Date: _____ **Proposal Number:** _____

Description of work:

Description	Cost
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OPTION C: WATER SERVICE CONNECTION

Date: _____ **Proposal Number:** _____

Description of work:

Description	Cost
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