

BIDDERS COMPANY NAME

**REQUEST FOR PROPOSAL**

**# 6446**

**ASPHALT PATCHING AND**

**SEAL COATING SERVICES**

**FOR**

**WASHTENAW COUNTY PARKS**

**AND RECREATION COMMISSION**

**ANN ARBOR, MICHIGAN**

Prepared by:

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

Robert G. Devault, C.P.M.  
Purchasing Manager  
Phone: (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 # 6446**

February 23, 2009

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Department is issuing a Request for Proposal (RFP) #6446 for asphalt patching and seal coating of parking lots and drives at various Washtenaw County Parks.

**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  
Ann Arbor, MI 48107**

**by 2:00 p.m. on Thursday March 19, 2009**

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

- The envelope should be clearly marked "**SEALED RFP # 6446**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760** or [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Brian Machemer at **734-449-4437** or [machemeb@ewashtenaw.org](mailto:machemeb@ewashtenaw.org)

Thank you for your interest.

**I. PROPOSAL INFORMATION**

|                    |                     |                                                                     |
|--------------------|---------------------|---------------------------------------------------------------------|
| <b>Definitions</b> | <b>“Bidder”</b>     | an individual or business submitting a bid to Washtenaw County      |
|                    | <b>“Contractor”</b> | One who contracts to perform services in accordance with a contract |
|                    | <b>“County”</b>     | is Washtenaw County in Michigan                                     |
|                    | <b>“WCPARC”</b>     | is the Washtenaw County Parks and Recreation Commission             |

**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 Contractors 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.

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. To be considered, **Three (3) copies**, the **original and Two (2) copies** must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

## **RFP #6446 Asphalt Patching and Seal Coating Services**

### **II. CONTRACTOR INFORMATION**

The proposal should include all of the following information:

- A. Contractor's Qualifications, years in business, experience in providing the level and type of service specified in the proposal for the Public Sector.
- B. At least three (3) references covering similar services for the Public Sector. Include company name, contact name, phone number.
- C. Bank reference with name and phone number of contact person.

### **III. 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 Bid 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 Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

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

### **IV. PROPOSAL SPECIFICATIONS**

Washtenaw County Parks and Recreation Commission is taking bids for asphalt patching, seal coating & line painting at the following park locations:

Rolling Hills County Park, 7660 Stony Creek Rd, Ypsilanti  
Independence Lake County Park, 3200 Jennings Rd, Whitmore Lake (Webster Township)  
Administrative Office, 2230 Platt Rd, Ann Arbor  
Meri Lou Murray, 2690 Washtenaw Ave. @ Platt Rd., Ann Arbor

### **V. STANDARD PROVISIONS FOR CONTRACTS**

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

#### **ARTICLE I - SCOPE OF SERVICES**

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

#### **ARTICLE II - COMPENSATION**

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

### ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** 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 **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

### 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.

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 - 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.

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.

**VI. BID SHEET**

Please breakdown bids according to site

1. Preparation: All surfaces (roadways, parking areas and paved walking paths) will be cleaned of debris and dirt by brooming and high pressure blowers and/or vacuum truck. Oil spots shall be cleaned and primed.

Cost per linear foot \$\_\_\_\_\_

2. Patching: Repair all surface areas (roadways, parking areas and paved walking paths) by milling/skin patching/infrared methods - areas specified shall be properly heated and scarified/removed/or tack coated. Use remove and replace method. New bituminous hot mix asphalt will be added as needed and compacted. Install 4" of asphalt and compact in 2 courses.

Cost per square foot \$\_\_\_\_\_

3. Crack Repair: All cracks shall be thoroughly cleaned of debris, dirt, loose pavement and vegetation. Repair all cracks (roadways, parking areas and paved walking paths). Cracks with a 3/8" or larger opening in non-alligator areas repair by routing with Band-Aid. All cracks shall be sealed with a hot-applied Elasto-Bond High-Spec rubber sealant which meets ASTM D 3405 specifications.

Cost per lineal foot \$\_\_\_\_\_

4. Sealcoating: All roadways, specified parking areas and all walking paths. Sealcoating to meet Fed Spec RP-355e, ASTM D-3320-74T, and D-490 specifications. Sealcoat mix includes additive to promote quick drying times, superior sand suspension and 3 – 5 lbs. of Silica Sand per gallon for a textured skid-resistant wearing surface.

Cost per square foot \$\_\_\_\_\_

5. Line marking: Restripe all lines in parking areas including Handi-cap parking areas, roadway centerlines (add centerline @ Independence Lake C.P.), crosswalks and paved walking trail markings. All paints to meet latex traffic marking paint specifications.

Cost per lineal foot \$\_\_\_\_\_

6. Lettering/Symbols: Total Replacement. All paints to meet latex traffic marking paint specifications.

Cost per square foot \$\_\_\_\_\_

|                                                             |
|-------------------------------------------------------------|
| <b>RFP #6446 Asphalt Patching and Seal Coating Services</b> |
|-------------------------------------------------------------|

7. Sample project: 200' x 500' parking area, 100 lined parking spots (4 additional handicap parking spots w/symbols), 1500' of cracks 3/8" wide or over and 1200' of cracks under 3/8" and 5000 square feet in alligator areas.

|                   |                     |
|-------------------|---------------------|
| Clean and prep    | \$_____ lineal foot |
| Patching          | \$_____ square foot |
| Crack repair      | \$_____ lineal foot |
| Sealcoating       | \$_____ square foot |
| Line marking      | \$_____ lineal foot |
| Lettering/symbols | \$_____ square foot |

**SIGNATURE PAGE**

|                           |                                                 |
|---------------------------|-------------------------------------------------|
| _____<br>Signature        | _____<br>Company Name                           |
| _____<br>Print Name       | _____<br>Company Address                        |
| _____<br>Title            | _____<br>City                      St.      Zip |
| _____<br>Telephone #      | _____<br>Fax #                                  |
| _____<br>Federal Tax ID # | _____<br>Email Address for Purchase Orders      |

**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.