

# REQUEST FOR PROPOSAL

#6828

## CONSTRUCTION AND BUILDING MATERIALS TESTING SERVICES FOR VARIOUS WASHTENAW COUNTY BUILDINGS

FOR

### Washtenaw County Infrastructure Management

Issued By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main Street  
Ann Arbor, MI 48104

Beth A. Duffy, CPPB  
(734) 222-6761



**Proposal Submitted by:**

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Please type Bidder's Company Name & include as  
proposal cover

## WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104

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

[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

### RFP #6828

January 29, 2015

Washtenaw County Purchasing Division on behalf of Infrastructure Management is issuing a sealed RFP #6828 for Construction and Building Materials Testing Services for various county buildings on an as-needed basis.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and two (2) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Basement  
Ann Arbor, MI 48104**

**By Thursday, February, 26<sup>th</sup> 2015 at 3:30pm EST**

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

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#6828**"
- Please direct purchasing and procedural questions regarding this RFP to Beth A. Duffy **via e-mail only** to [duffy@ewashtenaw.org](mailto:duffy@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Jason Fee **via e-mail only** at [fee@ewashtenaw.org](mailto:fee@ewashtenaw.org)

Thank you for your interest.

**PROPOSAL INFORMATION**

**I. PROPOSAL DEFINITIONS**

**Definitions**

<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
<b>“Contractor/Vendor”</b>	One who contracts to perform services in accordance with a contract
<b>“County”</b>	Washtenaw County in Michigan
<b>“Department”</b>	Infrastructure Management

**II. 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, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date 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 must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

**BID #6828 Construction and Building Materials Testing Services**

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of three year(s), with an option to renew an additional two year(s), pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

**BID #6828 Construction and Building Materials Testing Services**

**III. VENDOR SPECIFICATIONS**

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

**(Attach as Addendum A)**

- B. Staff performing the services on-site must be Certified Technician. A copy of the certificate must be provided upon request.

**(Attach as Addendum B)**

- C. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

**(Attach as Addendum C)**

- D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

**(Attach as Addendum D)**

**IV. AWARD**

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

**V. SCOPE OF WORK**

The County requires a contractor to provide a full range of construction and building materials testing services. These services will included but not be limited to the items listed in Attachment A. Specify any additional or other services provided with costs associated.

**BID #6828 Construction and Building Materials Testing Services**

SERVICE CONTRACT CR \_\_\_\_\_  
**(NAME OF CONTRACTOR)**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

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 annual 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 is for a three (3) year term **(change as necessary)** which begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)** with an option to extend for two (2) additional one (1) year periods.

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

#### ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

#### ARTICLE VII - 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 VIII - 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. 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.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the 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 Washtenaw County c/o: **INSERT DEPARTMENT, DEPARTMENT ADDRESS & CR#** \_\_\_\_\_, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

**ARTICLE IX - 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 X - 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 XI - 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 XII - 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 XIII - 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 \$11.81 per hour with benefits or \$13.85 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, 2015 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 XIV - 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 XV - 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 XVI - 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 XVII - 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 XVIII - PAYROLL TAXES**

**BID #6828 Construction and Building Materials Testing Services**

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 XIX - PRACTICE AND ETHICS

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

ARTICLE XX- 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 XXI - 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 XXII - EXTENT OF CONTRACT**

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

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO: WASHTENAW COUNTY

By: \_\_\_\_\_ By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE) Verna J. McDaniel (DATE)  
County Clerk/Register County Administrator

APPROVED AS TO CONTENT: CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_  
(DEPARTMENT HEAD) (DATE) (CONTRACTOR'S NAME)(DATE)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

**BID SHEET**

In order to evaluate pricing costs associated, please provided detail explanation on services and pricing for the following sample jobs A and B. Please also fill out Attachment A.

**Sample Job A**

Perform 10 soil boring, 5 at 20 feet deep and 5 at 30 feet deep with complete lab tests on soil classification, moisture content, unconfined compressive strength. Report including soil description, and groundwater.

Sample Job A Pricing – Include all equipment & Supplies. Separate Sheet may be used.

<u>Description (Technician/Lab/Engineering/Administrative Support)</u>	<u>Hours/Units</u>	<u>Unit Rate</u>	<u>Costs</u>

**Sample Job B**

6 sample locations for Dynamic cone penetrometer test for preparation of foundation installation. In a report format including the following: Foundation location, size, description of soil, elevation, DCP test results, bearing pressure. Also provide engineering notes and recommendations.

Sample Job B Pricing- Include all equipment & supplies. Separate Sheet may be used.

<u>Description (Technician/Lab/Engineering/Administrative Support)</u>	<u>Hours/Units</u>	<u>Unit Rate</u>	<u>Costs</u>

**ATTACHMENT A – Services & Pricing**

Please provide a unit pricing list for hourly field testing and all relative staffing based on an hourly unit rate. Please indicate the services in which your agency performs and costs associated:

<u>Construction Testing &amp; Observation Services:</u>	<u>Yes/No</u>	<u>Costs(\$)</u>
• Foundation Construction	_____	_____
• Earth Retention Systems	_____	_____
• Tieback and Pile Load Testing	_____	_____
• Subgrade Soil/Proof-rolling Evaluation	_____	_____
• Soil Compaction Testing	_____	_____
• Cast-In-Place Concrete	_____	_____
• Precast Concrete	_____	_____
• Aggregate Evaluation	_____	_____
• Asphalt	_____	_____
• Masonry	_____	_____
• Structural Steel Site Monitoring	_____	_____
• Structural Steel/Precast Concrete Fabrication Shop	_____	_____
• Fireproofing	_____	_____
• Roofing	_____	_____
• Building Façade/Walls	_____	_____
• Environmental Characterization/Evaluation	_____	_____
• Engineering Consultation	_____	_____
• Expert Witness	_____	_____
• Laboratory Testing	_____	_____
• Facility Condition Assessments	_____	_____
• Materials Evaluations	_____	_____
• Energy (Heat-Loss) Assessments	_____	_____
• Sealants/Waterproofing	_____	_____
• Coatings	_____	_____
• Structural Steel/Welding	_____	_____
• Failure Analysis	_____	_____
• Building Code Consulting	_____	_____
• Expert Witness	_____	_____
• Project Commissioning	_____	_____
• Cost Reduction Analysis	_____	_____
• Soil Boring & Laboratory Testing	_____	_____
• Soil and Aggregate Testing for Concrete, Bituminous, Roofing, etc.	_____	_____
• Strength & Compressibility Testing	_____	_____

**BID #6828 Construction and Building Materials Testing Services**

<u>Geotech Services</u>	<u>Yes/No</u>	<u>Costs(\$)</u>
• Geotechnical Evaluation and soil borings	_____	_____
• Foundation Design	_____	_____
• Retaining Wall Design	_____	_____
• Specialized Embankment Design	_____	_____
• Pavement Design	_____	_____
• Foundation Installation Monitoring	_____	_____
• Specialized Embankment Monitoring	_____	_____
• Vibration Consulting	_____	_____
• Settlement Evaluation	_____	_____
• Laboratory Testing	_____	_____

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ 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. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.