



## **CHARTER TOWNSHIP OF CHOCOLAY**

### **Request for Proposal #2024-03**

### **For: Beaver Grove Restroom and Vault Removal**

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**ISSUING OFFICE:**

Charter Township of Chocolay

Brad Johnson

Superintendent of Public Works

5010 US 41 South

Marquette, MI 49855

PH: 906-249-1448

Cell: 906-869-0295

Fax: 906-249-1313

Email: [bjohnson@chocolay.org](mailto:bjohnson@chocolay.org)

## SECTION 1 - INTRODUCTION

### 1.1 OVERVIEW

The Charter Township of Chocolay is seeking qualified contractors to remove the existing restroom structure and toilet vault at the Beaver Grove Recreation Area.

### 1.2 SUBMITTAL OF PROPOSALS

#### SUBMITTAL OF PROPOSALS

- A. Proposals are to be addressed to the contracting officer as follows:
  - Mr. Brad Johnson
  - Superintendent of Public Works
  - 5010 US 41 South
  - Marquette, MI 49855
  - PH: 906-249-1448
  - Cell:906-869-0295
  - Fax: 906-249-1313
  - Email: bjohnson@chocolay.org
  
- B. Proposals must be received by March 6, 2024, at 1:00 p.m. Eastern Time. RFP must be labeled “**Structure and Vault Removal**”. Late proposals shall be returned to the proposer unopened.
  
- C. The bid will be awarded or rejected to all bidding contractors on or before March 13, 2024.
  
- D. This RFP does not commit the Township to award a contract.
  
- E. The Township will not pay proposers for any costs associated with preparing responses to this RFP.
  
- F. Proposer agrees to and acknowledges all RFP specifications, terms, and conditions and indicates ability to perform by submission of its proposal.
  
- G. By submitting a proposal, the contractor accepts and agrees to comply with the terms and provisions contained herein.

### 1.3 COMMUNICATION

**All communication, including questions, MUST BE IN WRITING and directed to the Contracting Officer identified in Section 1.2.A of this RFP. Communication may be made via email or facsimile.**

### 1.4 PUBLIC DISCLOSURE OF PROPOSALS AND MATERIALS THE TOWNSHIP RECEIVES

- 1. Access to government records, including those held by the Township, is governed by the State of Michigan.

2. Proposal, documents, and material pertaining to this proposal become the property of the Township and shall be open to public inspection.
3. Bidders are advised that **any proposal, documents, and material** they submit to the Township in response to this proposal or in pursuit of a government-funded contract is open to public inspection. This includes, but is not limited to, proposals, documents, and material that the bidder may deem to be confidential or proprietary in nature.
4. Under the State of Michigan Freedom of Information Act (FOIA), the Township is obligated to provide access to, or copies of, material it has in its possession if and when another party makes a FOIA request. The Township may not be allowed to withhold or redact material that the bidder may find sensitive even if the bidder identifies the material as confidential, propriety, trade secret, etc.
5. Bidders should assume that any and all material they submit to the Township will be shared with the public.
6. The Township will not notify proposers or contractors if and when a FOIA request is made for information it provided to the Township.

## **SECTION 2 - SCOPE OF SERVICES**

### **2.1 BACKGROUND**

The Charter Township of Chocolay is seeking professional services to remove and dispose of the existing restroom and toilet vault and all concrete leading to the structure at the Beaver Grove Recreation Area.

### **2.2 SPECIFICATIONS**

Minimum Work Plan Components:

- The Township will pump the vault out.
- The contractor is responsible for the removal and disposal of the existing restroom structure.
- The contractor is responsible for the removal and disposal of the existing vault.
- The contractor is responsible for the removal and disposal of large spruce tree near the restroom.
- The contractor is responsible for removal of the mound that the existing structure sits on and finished to meet the natural grade.
- The contractor shall restore all areas disturbed that need seeding with four inches of salvaged or furnished topsoil, seed with a athletic mix grass seed, and cover with mulch blanket.
- Bids shall include a lump sum cost for all work to be done.
- The contractor shall obtain all necessary permits.
- The contractor shall be responsible for disposal fees at a state approved landfill.
- The contractor is responsible for calling MISS DIG for utility locations as required by law.
- All work shall meet OSHA requirements.

- All contracted work shall be completed by May 31, 2024, or a date agreed on by the Township and contractor.
- The contractor is responsible for all equipment and materials to complete the contracted work.
- The earliest the contractor can start work is 7:00 am and all work for the day shall be completed by 5:00 pm. Any work after 5:00pm must be approved by a Township representative the day prior to working late.
- A Township representative shall be on site during all hours the contractor is on site.
- The finished grade around the structure shall remain ADA accessible and sloped away from the structure.
- Any open trenching left overnight shall be properly marked with barricades and/or temporary fencing.
- The contractor shall submit a lump sum price with all major subcontractors listed if any are used.

### **SECTION 3 - INSTRUCTIONS TO PROPOSERS**

#### 3.1 PROPOSAL DEADLINE

- A. Proposals **MUST** be received by the due date and time specified in Section 1.2.B of this RFP.
- B. The Township assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

#### 3.2 PROPOSAL FORMAT AND SUBMITTAL

- A. The entire proposal shall contain:
  1. One (1) original and one (1) copy of the technical proposal, and
  2. One (1) original and one (1) copy of the price proposal.

#### 3.3 PROPOSAL REQUIREMENTS

Proposals must meet the following requirements:

- A. All-inclusive price proposal. The hourly labor rates and additional prices shall include any items of labor, materials, tools, equipment, overhead, insurance, and all other costs necessary to complete the work to these specifications. Any items omitted from the Township's scope of service, which are clearly necessary for the completion of the project, shall be considered a portion of such work, although not directly specified or called for in these specifications.
- B. It may be required that all proposals meet the Davis Bacon Act, the Contract Work Hours and Safety Standards Act.

### 3.4 PROPOSAL ACCEPTANCE OR REJECTION

The Township reserves the right to:

- A. Reject any or all proposals, in full or in part for sound, documentable, business reasons, or to accept any proposal, in full or in part, or to waive any informality in any proposal deemed to be the best interest of the Township.
- B. Reject proposals which have major and/or unacceptable deviations from the Township's specifications; and accept a proposal that has only minor deviations.
- C. Postpone the proposal due date or cancel the solicitation.
- D. Consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive.
- E. Waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other proposers.
- F. If there is evidence indicating that proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such proposers will be rejected and such evidence may be a cause for disqualification of the participants in future solicitations undertaken by the Township.

### 3.5 PROPOSAL AS A CONTRACT

- A. Each proposal will be submitted with the understanding that acceptance in writing by the Township of the offer to furnish the products or services described shall bind the proposer to furnish and deliver at the proposed price and in accordance with the specifications, terms and conditions, and other requirements detailed in the RFP or subsequent addendum.
- B. The proposal does not become a contract unless and until the Township executes the contract in the form of a signed agreement between the two parties. No other act by either party shall constitute a contract award.

## **SECTION 4 - SPECIAL PROVISIONS**

### 4.1 CONTRACT DOCUMENTS

All parts of the contract documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the scope of services and the other sections of the RFP document, the other sections of the RFP take precedence.

## 4.2 MODIFICATION TO CONTRACT

### A. Written Change Orders

Oral change orders are not permitted. No change to the contract shall be made unless the Township gives prior written approval. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the contract signed by the Township. A properly executed change order takes precedence over previously executed contract provisions.

### B. Change Order Procedure

Within seven (7) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Township a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the contractor and the Township. At this time, a detailed modification shall be executed in writing by both parties.

## **SECTION 5 - TERMS AND CONDITIONS INCORPORATED INTO CONTRACT UPON AWARD TO SUCCESSFUL BIDDER**

### 5.0 TERMS AND CONDITIONS

Those terms and conditions contained within Section 5.0 of this Request for Proposals shall be incorporated into any subsequent contract between the parties following Township acceptance of contractor's proposal.

### 5.1 TERMINATION

#### A. Termination for Convenience or Default

The Township may terminate this contract in whole or in part, for its' convenience or because of the failure of the contractor to fulfill the contract obligations. the Township shall terminate by delivering to the contractor a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Township, the contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated payment on unperformed services.

If the termination is for failure of the contractor to fulfill the contract obligations, the Township may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the Township.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Township.

B. Opportunity to Cure

The Township in its sole discretion may, in the case of a termination for breach or default, allow the contractor within ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the Township's satisfaction the breach or default, within ten (10) calendar days after receipt by contractor of written notice from the Township, the Township shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude the Township from also pursuing all available remedies against the contractor and its sureties for said breach or default.

C. Waiver of Remedies for any Breach

In the event that the Township elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by the Township shall not limit the Township's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

## 5.2 BREACHES AND DISPUTE RESOLUTION

- A. Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by the Township's Manager. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the decision, the contractor mails or otherwise furnishes a written appeal to the Township Board in accordance with the notice delivery provisions of this agreement. In connection with any such appeal, the contractor shall be afforded further opportunity to be heard and to offer evidence in support of its position. The decision of the Township Board shall be binding upon the contractor and the contractor shall abide by the decision.
- B. Unless otherwise directed by the Township, contractor shall continue performance under this contract while matters in dispute are being resolved.
- C. The contractor and Township shall participate in this administrative dispute resolution and appeals process in good faith prior to pursuing litigation or other formal dispute resolution procedures described herein.
- D. Unless otherwise agreed upon in writing by the parties, disputes involving the Township and contractor and which arise from any aspect of this contract including, but not limited to, interpretation of the contract, performance, default, or enforcement shall be decided by

litigation in a court of competent jurisdiction located in Marquette County, Michigan. The court shall take into consideration the findings and decision of the Township Board in acceptance with applicable law involving such disputes.

### 5.3 PARTIES TO THE CONTRACT

The parties to the contract are the Procuring Agency (“the Township i.e. the Owner) and the Proposer (“Contractor”, “Proposer” or “Offeror”) as set out in the accepted offer.

### 5.4 ASSIGNMENT/ SUCCESSION

Any contract issued pursuant to this acceptance of contractor’s proposal and the monies which may become due, are not assignable except with the prior written approval of the Township. Any required consent will not be unreasonably withheld or delayed. The contract will be binding on the parties, their successors, and assigns, if any, except that nothing contained in this clause shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this contract.

### 5.5 INDEMNIFICATION

- A. The contractor shall, to the extent permitted by law (1) protect, indemnify and save the Township and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys’ fees incurred by the Township and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Township and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Township shall at the request of the contractor furnish to the contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Township shall have the right to be represented therein by advisory council of its own selection at its own expense.
- B. Nothing in this Contract shall be construed to waive the Township’s immunities or liability limits provided under applicable state or federal law.



## 5.6 PROHIBITED INTEREST

No member, officer, or employee of the Township or of a local public body during their tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

## 5.7 CONFLICT OF INTEREST

- A. The Contractor, by entering into the contract with the Township, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed or provided under the contract and that it shall not employ any person or agent having such interests. In the event that the contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the Township and take action immediately to eliminate the conflict or to withdraw from this contract, as the Township may require.
- B. The contractor also certifies that to the best of its knowledge, no board member or employee, or employee or officer of any agency interested in the Township contract has a pecuniary interest in the business of the contractor or with the contract and that no person associated with the contractor has any interest that would conflict in any manner or degree with the performance of the contract.
- C. By entering into a contract upon acceptance of contractor's Request for Proposals, the contractor and the Township further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the contractor or any of its agents, employees or representatives, to any official, member, or employee of the Township or other governmental agency with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

## 5.8 LAWS GOVERNING CONTRACT

This proposal and the resulting contract shall be governed and construed in accordance with the laws of the State of Michigan. The parties stipulate that this contract was entered into in the County of Marquette, in the State of Michigan. The parties further stipulate that the County of Marquette is the only appropriate forum for any litigation resulting from a breach hereof or any questions arising here from. All parties to this proposal and any resulting contract agreed that the venue shall be within the County of Marquette, Michigan. Each party will perform its obligations hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect.

## 5.9 COMPLETE AGREEMENT

Any contract resulting upon acceptance of contractor's Request for Proposals shall expressly incorporate the terms and provisions of Section 5 of the Township's Request for Proposals by reference as if restated therein in its entirety. The terms of the Request for Proposals and any contract resulting upon the acceptance shall be construed to be consistent with each other to the greatest extent possible. In the event of any irreconcilable conflict between the resulting contract and the provisions within Section 5 of the Request for Proposals, Section 5 of the Request for Proposals shall prevail and take precedence. In the event of irreconcilable conflict between other provisions of the Request for Proposals and the resulting contract upon acceptance of the contractor's proposal, the resulting contract shall prevail and take precedence. The validity in whole or in part of any term or condition or the contract shall not affect the validity of other terms or conditions. the Township's failure to insist in any one or more instances upon the contractor's performance of any term or condition of the contract shall not be construed as a waiver or relinquishment of the Township's right to such performance, or to future performance, of such term or condition by the contractor, and contractor's obligation for performance of that term or condition shall continue in full force and effect.

## 5.10 SEVERABILITY

If any provisions or portion of any provision of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

# SECTION 6 - INSURANCE

## 6.1 CONTRACTOR'S LIABILITY INSURANCE

A. The contractor shall purchase and maintain, throughout the term of the contract, insurance from an insurance company authorized to do business in the State of Michigan that will protect contractors, subcontractors, and the owner from all liability claims under the contract. The insurance must state the Township as additionally covered. The amount of insurance shall not be less than the following:

1. Workers' Compensation, disability benefit and other similar employee benefit acts in the amount required under State of Michigan law. A nonresident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation law for any employee resident of and hired in Michigan. The Contractor shall maintain coverage for employees of other states as mandated.
2. Comprehensive General Liability: \$1,000,000  
Bodily injury and property damage combined single limit including personal injury and completed operations.
3. Automobile Insurance for Vehicles: \$1,000,000  
Liability, including standard no-fault.

4. Professional Errors and Omissions Liability Insurance: \$1,000,000  
Proof of insurance coverage for professional errors and omissions with a \$1,000,000 limit for each occurrence must be provided to the Township as a condition for award of this contract.
- B. The contractor may not start work until evidence of all required insurance has been submitted and approved by the Township. The contractor must cease work if any of the required insurance is canceled or expires. One copy of the certificate of insurance shall be submitted to and approved by the Township prior to the execution of the contract.
- C. All policies providing contractor's insurance shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Township.
- D. The limits of liability may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required.
- E. All policies of insurance presented as proof of compliance shall be on forms and with insurance companies approved by the Township. All such insurance policies shall be provided by insurance companies having Best's ratings of A or greater and VII or greater (A/VII) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance insured by insurance companies not rated by Best's or having Best's ratings lower than A/VII will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of the contract.

Contractor (Company) Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
“IRAN LINKED BUSINESS”**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS, as defined by law.

| <b>Vendor</b>                    |  |
|----------------------------------|--|
| Legal Name                       |  |
| Street Address                   |  |
| City                             |  |
| State, Zip                       |  |
| Corporate I.D.<br>Number / State |  |
| Taxpayer I.D. #                  |  |

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq.,

Signature of Vendor's  
Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's  
Authorized Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_