

REQUEST FOR PROPOSALS – Asbestos Removal from Building 431

The County of Marquette, Sawyer International Airport, seeks proposals from qualified firms for Environmental Services related to Asbestos Removal from Building 431. Proposals must be submitted no later than 10:00 a.m. local time, Monday, August 28, 2017. Proposals must use the Proposal Form contained in this Request for Proposal (RFP) and be submitted by mail or in person in a sealed envelope, which identifies the proponent and states “Asbestos Removal from Building 431.” Proposals must be delivered to Airport Services Center, 125 G Avenue, Gwinn, Michigan 49841. Proposals will be publicly opened and read aloud at the date, time, and place mentioned above.

MANDATORY PRE-PROPOSAL MEETING

A **mandatory** pre-proposal meeting and site inspection will be conducted at 11:30 a.m. local time, Tuesday, August 8, 2017. The meeting will commence in the offices of the Airport Service Center. Prospective proponents will have the opportunity to visit project site after the pre-proposal meeting. Please be sure to have a representative of your company present and signed in at the meeting if you have any interest in bidding on this project.

SCOPE OF WORK

The scope of work shall include:

1. Contractor shall remove and dispose of approximately 1,200 ln. ft. of pipe and asbestos insulation, covering the pipe, in Building 431 (Adler Lumber). Contractor is responsible to field verify all measurements
2. Contractor shall properly dispose of and haul away any unused materials and debris.
3. Contractor shall remove and dispose of all trash from work site.
4. Contractor shall clean area and restore any additional areas disturbed by project activities to the original condition.
5. Workmanship shall be of professional quality, neat, straight, etc.

PROJECT REQUIRMENTS

1. All work shall be accomplished in accordance with all applicable Federal, State and local codes.
2. Work shall be completed by workers accredited by State of Michigan to perform asbestos abatement.
3. The contractor shall be responsible to acquire all permits required for the project.
4. Workmanship and materials to be warranted for one year from project completion.

5. The contractor shall comply with the following County Policy.

XV. Prevailing Wage on Construction Contracts

The advertised specifications for every contract in excess of \$25,000 to which the County of Marquette is a party, for construction, alteration, and/or repair, including painting and decorating of public buildings or public works in or for the County of Marquette, and which requires or involves the employment of mechanics and/or laborers, shall contain a provision stating the minimum wages to be paid the various classes of laborers and mechanics that shall be based upon the wages determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in or in the vicinity of the County of Marquette. Every contract based upon specifications referred to in (a) above shall contain a stipulation that:

1. Contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once every two weeks, and without subsequent deduction or rebate on any account, the full amount accrued at the time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics;

2. The scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

3. There may be withheld from the contractor so much of accrued payments as may be considered necessary by the County Administrator to pay laborers and mechanics employed by the contractor or any subcontractor on the work for the difference between the rates of 215:10 wages required by the contract and the rates of wages received by such laborers and mechanics except those amounts deducted or refunded pursuant to the terms of P.A. 166 of 1965 (MCL 408.551 to 408.558) and interpretations thereof.

4. The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the contractor or subcontractor or by any applicable provision of law, but in no event shall such amount be less than the prevailing wage in Marquette County for such overtime.

Only the items on the proposal form will be pay items. Respondents should include all mobilization, labor, equipment, materials, testing, borings, travel, reproductions, etc. under each item.

Conditional proposals will not be accepted. All questions submitted in writing by August 21, 2017 will be answered by addenda by August 23, 2017.. Questions may be submitted by facsimile or e-mail.

CONTACT PERSON

The sole point of contact for this RFP is:

Steven J. Schenden, Director of Operations
Airport Services Center
125 G Avenue
Gwinn, Michigan 49841
Telephone: 906/346-3308, ext. 221 Mobile 906/250-8082
Facsimile: 906/346-3309
sschenden@mqtco.org

Request for Information from Plan Houses shall be by e-mail to sschenden@mqtco.org . County will not respond to telephone requests.

TIME SCHEDULE

The work shall be completed within 60 days of notification to proceed.

INSURANCE DOCUMENTS

Respondents must be able to meet the County of Marquette's insurance standards as set forth in the attached description of required coverage, Addendum to Contract.

FORM OF RESPONSE

Prospective bidders shall submit the following items by mail or in person in a sealed envelope, which identifies the proponent and states "Sawyer International Airport Asbestos Removal from Building 431" on the outside of the envelope by August 28, 2017 by 10 am EDT when they will be publicly opened and read aloud. Proposals must be delivered to: Airport Services Center, 125 G Avenue, Gwinn, Michigan 49841.

- 1. Bid bond or certified check for 1% of bid amount, made payable to County of Marquette**
- 2. Verifiable experience on projects of similar size and scope. Submit project information and contacts for 2 to 3 projects.**
- 3. Proof of ability to meet County of Marquette professional liability insurance requirements. Submit a copy of current insurance certificate.**
- 4. Proposal response form (pg 5) with lump sum not-to-exceed price for providing the labor and materials described in this RFP.**

Price must be firm for sixty (60) days.

PAYMENTS TO CONTRACTOR

Invoices may be submitted monthly. Retainage shall be 5 % until completion. Owner may reduce retainage if completed work and schedule is satisfactory. Invoices should follow proposal format.

SELECTION

The County of Marquette will award the work to the firm having the combination of price, qualifications, experience, and scheduling most advantageous to the County. The County reserves the right to reject any or all proposals and to wave irregularities in the proposals.

**PROPOSAL FORM
Asbestos Removal from Building 431**

Proponent Name:

Address:

Telephone:

E-mail address

AUTHORIZED SIGNATURE AND TITLE

1. Total Cost for Asbestos Removal from Bldg 431 \$ _____

_____dollars
Written Amount

Bidders must acknowledge by signature, receipt of addenda if issued.
(*ADDENDUM TO CONTRACT: CONTRACTORS, listing County of Marquette insurance requirements are part of the RFP and do not need to be recorded on proposal form*)

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

**MARQUETTE COUNTY,
SAWYER INTERNATIONAL AIRPORT AND BUSINESS CENTER
Asbestos Removal from Building 431.**

THIS AGREEMENT is made this _____, between the COUNTY OF MARQUETTE, (hereinafter referred to as “County”), with offices at the County Courthouse Complex, 234 W. Baraga Avenue, Marquette, Michigan 49855, and _____ (hereinafter referred to as “Contractor”) with offices at _____:

WHEREAS, the County wishes to complete Asbestos Removal from Building 431, and wishes to retain the services of the Contractor to accomplish this work;

NOW, THEREFORE, the County and Contractor agree as follows:

A. SCOPE AND NATURE OF WORK

The Contractor shall provide all labor, tools, materials, equipment, transportation, and all incidental supplies necessary to complete the work as listed in the attached Exhibit 1, *REQUEST FOR PROPOSALS – (RFP) Asbestos Removal from Building 431.*

B. TRADE STANDARDS

The Contractor shall complete the work in compliance with all applicable trade standards and all applicable Federal, State and local codes and regulations.

C. COMPLETION TIME

The Contractor shall complete the work in a timely and workmanlike manner, but in no case later than 60 days from the date of this Agreement.

D. PERMITS

The Contractor shall obtain and pay for all applicable permits and notifications for this project.

E. PAYMENT

The County agrees to pay the Contractor the sum of \$_____ within thirty (30) days after satisfactory completion of the project and all required inspections and approvals. Partial payment request may be submitted for work completed and materials stored on site with a 5% retainer until completion.

F. SAFETY MEASURES

The Contractor shall be responsible for the implementation and maintenance of safety measures in the areas where work is being performed including but not limited to:

Adequate measures to prevent access to the work area by unauthorized persons.

G. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are included in to hereto as Exhibit 1, *REQUEST FOR PROPOSALS – (RFP) Asbestos Removal from Building 431* are incorporated in, and made a part of this Agreement as thoughtfully set forth herein.

H. INSURANCE AND INDEMNIFICATION

The Insurance and Indemnification provisions contained in the attached “EXHIBIT 2” are incorporated in, and made a part of this Agreement as thoughtfully set forth herein.

I. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Contractor is an independent contractor, and that its employees, servants and agents shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the County. The Contractor’s employees, servants, and agents shall not be entitled to any fringe benefits from the County such as, including but not limited to health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity pay. The Contractor shall be responsible for paying any salaries, wages, or other compensation due to its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including but not limited to income, social security and unemployment taxes to the proper Federal, State and local governments. The Contractor shall carry Worker’s Compensation insurance coverage for its employees as required by law and shall provide the County with proof of such ongoing coverage.

J. WARRANTIES

N/A

K. TERMINATION OR SUSPENSION OF CONTRACT

1.1 TERMINATION BY THE OWNER FOR CAUSE

1.1.1 The Owner may terminate the Contract if the Contractor:

- a) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- c) Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- d) Otherwise is guilty of substantial breach of a provision of the Contract Documents.

1.1.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, three days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- a) Exclude the Contractor from the site and take possession of all materials, equipment, tools and construction equipment and machinery thereon owed by the Contractor;
- b) Accept assignment of subcontractors pursuant to Section 5.4; and
- c) Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

1.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 1.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

1.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

1.2 SUSPENSION BY THE OWNER FOR CONVENIENCE

1.2.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

1.2.2 The Contract Sum and Contractor Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 1.2.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- b) That an equitable adjustment is made or denied under another provision of the Contract.

1.3 TERMINATION BY THE OWNER FOR CONVENIENCE

1.3.1 The Owner may, at any time, terminate the Contractor for the Owner's convenience and without cause.

1.3.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- a) Cease operations as directed by the Owner in the notice;
- b) Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontractors and purchase orders and enter into no further subcontractors and purchase orders.

1.3.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ENTIRE AGREEMENT

The County and the Contractor agree that this document and all exhibits attached hereto constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

COUNTY OF MARQUETTE,

CONTRACTOR,

Gerald Corkin, Chairman
Marquette County Board of Commissioners
