



REQUEST FOR PROPOSALS

March 19, 2021

**MISSAUKEE COUNTY
RECYCLING CENTER ARCHITECTURAL SERVICES**

Sealed proposals will be received in the Missaukee County Clerk's Office, Missaukee County Courthouse, 111 S. Canal Street, Lake City, Michigan 49651 until 3:00 P.M. local time on **April 16, 2021** for **MISSAUKEE COUNTY RECYCLING CENTER ARCHITECTURAL SERVICES**. This request for proposals with all pages, documents, and attachments contained herein, as completed and submitted shall constitute a contract between Missaukee County and the successful firm when approved and accepted on behalf of the County by an authorized official or agent of the County.

All firms shall complete the Proposal and Award page and submit all information requested for a proposal to be considered responsive. Failure to do so may result in the proposal being rejected as non-responsive. The proposal shall be returned in its entirety, in a properly identified and sealed envelope to the County Clerk's Office, 111 S. Canal Street, Lake City MI 49651. It shall bear the words, "**Proposal for MISSAUKEE COUNTY RECYCLING CENTER ARCHITECTURAL SERVICES**". Proposals must be received before the time of the opening. Late proposals will not be considered. The County reserves the right to postpone the Proposal Opening for its own convenience.

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Missaukee County reserves the right to waive any irregularity or informality in proposals, to reject any and/or all proposals, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Questions regarding this bid solicitation may be directed to Jessica Nielsen, Interim County Co-Administrator at (231) 839-4967 x204, clerk@missaukee.org

PROPOSAL AND AWARD

The firm, having become thoroughly familiar with all the RFP/contract documents and local conditions affecting the work, hereby proposes to undertake everything required to complete in a workmanlike manner the subject program for Missaukee County at the prices stated below.

Schematic Design	\$ _____
Construction Documents	\$ _____
Bidding	\$ _____
Contract Administration	\$ _____
Not-to-Exceed TOTAL	\$ _____

I hereby state that all the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract if accepted by Missaukee County. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of Missaukee County that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all the terms of this bid document.

Signature

Name

Date

Title

Firm Name:

Address

Telephone

Accepted by Missaukee County:

Name

Date

INSTRUCTIONS TO PROPOSERS

- 1. EXAMINATION OF PROPOSAL DOCUMENT** - Before submitting a proposal, firms shall carefully examine these specifications and shall fully inform themselves as to what is required by Missaukee County. The firm shall indicate in the bid the sum to cover the cost of all items included on the bid form.
- 2. PREPARATIONS OF PROPOSAL** - The proposal shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the firm with ink. The bid shall be legally signed and the complete address of the bidder provided.
- 3. EXPLANATION TO BIDDERS** - Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Proposals (RFP) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or addendum to the RFP if such information would be prejudicial to uninformed bidders. Oral explanation or instructions given prior to the opening will not be binding.
- 4. WITHDRAWAL OF PROPOSALS** - Proposals may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the Proposal, but only if the withdrawal is made prior to the exact time set for receipt of Proposal. No Proposal may be withdrawn for at least ninety (90) days after opening.
- 5. LATE PROPOSALS** - Any Proposal received after the exact time specified for receipt will not be considered. (Note: The County reserves the right to consider proposals that have been determined by the County to be received late due to mishandling by the County after receipt of the bid and no award has been made.)
- 6. PROJECT SITE WALK-THROUGH** – Proposers will be expected to familiarize themselves with this project, in part, by participating in a mandatory on-site walk-through meeting. This meeting will be held on April 6, 2021, at the Missaukee County Recycling Center, 6240 W. Sanborn Rd., Lake City, MI 49651. Proposers should pre-register for this meeting by emailing Missaukee County Recycling Center Manager Sherry Blaszak at sherry.blaszak@macd.org or calling (231) 839-7193, at least 24 hours prior to the walk-through.



THIS AGREEMENT made this ___ day of _____, 2021, by and between the MISSAUKEE COUNTY, a Michigan municipal corporation, of 111 S Canal Street, Lake City, Michigan 49651, (the "County"), and _____, _____, MI _____, (the "Consultant"); (name) (address) (city) (zip)

WHEREAS, the County desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

Improvements to Missaukee County Recycling Center

and the Consultant wishes to furnish such technical and professional service to the County and has represented that the Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
 - A. Consultant proposal dated _____.
2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The County shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the sum of \$_____. Costs for printing of bidding documents or placing of ads for bids by Consultant will be considered direct reimbursables.
4. Period of Performance. The services to be rendered under this Agreement shall commence by _____. The Agreement shall be valid through completion of the renovation project, unless terminated in accordance with section 22 of this agreement.
5. Independent Contractor. The relationship of the Consultant to the County is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the County or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.
6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The

Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the County, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the County. The rights of the County are in addition and without prejudice to any other right the County may have to claim the amount of any loss or damage suffered by the County on account of the acts or omissions of the Consultant.

8. Indemnity. The Consultant shall indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Consultant or its employees, agents, servants and subcontractors. Losses include damages the County may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant shall not be obligated to indemnify the County for the County's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the County in an action against them.

The County hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the County without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Consultant expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

9. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the County Administrator. The policy shall contain endorsements stating that at least a 10-day notice will be given to the County prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the County.

A. Commercial General Liability. The Consultant shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the County being named as additional insured for all claims arising out of the Consultant's work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Consultant, on a claims made basis

with a three (3) year reporting period; or in the alternative, the Consultant must continuously maintain the required Professional Liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Consultant's Professional Liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Consultant must purchase a three-year Extended Reporting Period at the Consultant's expense (if required in the Request for Proposals/Bids).

C. Automobile Liability. The Consultant shall acquire and maintain during the life of this Agreement, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Consultant shall provide a certificate of insurance or copy of state approval for self-insurance to the County Administrator upon execution of this Agreement.

10. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

11. Standard of Conduct. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

12. The County's Obligation. The County shall provide the Consultant with all information currently available to the County upon request of the Consultant. The County Administrator shall designate a County employee to be the County's representative for purposes of this Agreement.

13. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

14. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the County Administrator. Any assignment, sub-contract or transfer of the Consultant's duties under this Agreement must be in writing.

15. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the County Administrator and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the County.

16. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

17. Interest of the Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the County.

18. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the County shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and Consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

20. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

21. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

22. Termination.

A. For Fault. If the County Administrator determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the County Administrator may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Consultant shall correct the violations referred to in the notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the County by reason of the termination. This provision for termination shall not limit or modify any other right to the County to proceed against the Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever the County Administrator determines that termination

of this Agreement in whole or in part is in the best interest of the County or in the event that termination is required by any state or federal agency, the County Administrator may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the County shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

23. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the County may terminate this Agreement.

24. Delay. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the County in its sole discretion to be equivalent to the time of such delay. The County may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the County, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the County as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

25. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

26. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Missaukee, State of Michigan.

27. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a

mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan or a similar agreed to organization. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Missaukee County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

28. Reuse of Documents. All documents and electronic files delivered to the County are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the County shall become property of the County upon completion of the work and payment in full of all monies due the Consultant. Copies of the County-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the County to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the County for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the County are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the County shall be in a compatible software format for use by the County. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Consultant's seal or the identification of the Consultant in the title block.

29. Freedom of Information Act. The Consultant acknowledges that the County may be required from time to time to release records in its possession by law. The Consultant hereby acknowledges that the County must release any records or materials received by the County that qualify for release, as requested and required by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

30. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

31. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

32. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

33. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the County is under no obligation to engage the Consultant in such work.

34. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

MISSAUKEE COUNTY

CONSULTANT

By _____
Jessica Nielsen, Interim County Administrator

By _____
(signature)

Name and Title (print or type)

TECHNICAL SPECIFICATIONS

The Missaukee County Recycling Center is located at 6180 W. Sanborn Rd, Lake City, MI 49651. Missaukee County has been approved a grant from the state of Michigan to make the following improvements to its Recycling Center:

1. Construct a 640 sq. ft. or a 1,280 sq ft. (both options requested) expansion to the existing facility to provide space for dry storage, processing of recyclables, and a small restroom/break room area.
2. Insulation throughout the building and addition of a basic heating system to facilitate a year-round working environment.
3. Associated water well and septic system to facilitate the new restroom within the addition area.
4. Driving surface improvements at loading dock and service drives using USDA Natural Resource Conservation Service heavy use area standards.
5. Chain link perimeter fencing to increase site security.

Missaukee County seeks full architectural services including schematic design, construction documents, bidding, and contract administration phases to achieve the above-noted improvements. Scope of services should include all architectural, structural, mechanical, electrical, and plumbing design, for a not-to-exceed fee, as detailed and stated on page 2 of this RFP packet. Any printing of bid documents or placing of ads for bids will be invoiced to Missaukee County as direct reimbursables, if fronted by the architect.

Project design should proceed by _____. Plans should be prepared and ready for bid by _____.

CONSULTANT QUALIFICATIONS

Consultant shall attach a brief profile statement to this RFP document, not to exceed three pages, describing the history of its firm, along with staff member(s) who will be assigned to this project and related qualifications and experience. Examples of like projects should also be included and a list of three references, preferably municipal, with contact information, shall also be provided.