

**REQUEST FOR PROPOSALS  
LCAO-RFP-2021-005  
CONSTRUCTION OF FISHPOND EDGE WALKWAY  
AT VERONICA VALLEY COUNTY PARK**



**Proposals Due  
July 29, 2021  
3:00 p.m.**

**SUBMIT PROPOSALS TO:**

**COUNTY OF LEELANAU  
ADMINISTRATOR'S OFFICE  
8527 E. GOVERNMENT CENTER DR., SUITE #101  
SUTTONS BAY, MICHIGAN 49682**

**PHONE (866) 256-9711**

**FAX (231) 256-0120**

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**REQUEST FOR PROPOSALS: LCAO-RFP-2021-005**  
**Construction of Fishpond Edge Walkway**  
**at Veronica Valley County Park**  
**Proposal Due Date: July 29, 2021**

The County of Leelanau (hereinafter referred to as the “County”) is seeking proposals from interested and qualified vendors experienced in constructing a stone walkway (hereinafter referred to as “Respondents”) at Veronica Valley County Park located at 4243 S. Lake Leelanau Dr. #3885, Lake Leelanau, Michigan 49653 (hereinafter referred to as the “Work Site”).

**I. INTRODUCTION**

**1.1 Purpose**

The County initiated this Request for Proposals (hereinafter referred to as “RFP”) to solicit proposals from experienced Respondents interested in constructing a walkway along the fishpond located at the Work Site. The RFP will allow the County to identify a qualified Respondent able to exercise appropriate skill and judgment; furnish efficient site administration, management services, and supervision; furnish an adequate supply of workers and materials; and perform the desired work in an expeditious and economical manner consistent with the County’s interests (hereinafter referred to as the “Services”). In responding to this RFP, Respondents must follow the prescribed format as outlined herein. The proposals should describe in detail the Respondent’s ability to provide the Services, while identifying the Leelanau County Board of Commissioners’ (hereinafter referred to as the “Board of Commissioners”) future financial obligations for such Services, as applicable.

**1.2 Background**

The Veronica Valley County Park features a children’s fishing pond, which provides local anglers with a unique shore fishery and is one of the few access locations in this region that does not require the use of a boat. This pond is host to a very popular “Kids’ Fishing Day” each year in June. This RFP is for constructing a stone walkway along a pond eight (8) feet wide and one hundred eighty (180) feet long, as outlined in Section 3.4, Scope of Work.

**1.3 Minimum Qualifications**

The Respondent will be deemed non-responsive and rejected without any further evaluation if the Respondent does not meet the following minimum qualifications. Any deviations from these specifications, if fully explained in a letter, shall receive full consideration if they are in the best interest of the County.

- a) At least two (2) years of significant experience, competence, and reputation of the persons assigned to provide the Service described in the Scope of Work; and
- b) Satisfactory client references (as applicable); and
- c) Pricing acceptable to the County; and

d) Availability to service the needs of the County in a convenient and timely manner.

**1.4 Funding**

Payment in full shall be made at the completion of the project to the County’s satisfaction and processed through the County’s normal billing process. Any contract awarded as a result of this RFP is contingent upon the availability of funding, as determined by the Board of Commissioners.

**1.5 Period of Performance**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of and execution of a contract. The County wishes to enter into a two (2) month contract. The contract will include options to cancel in the event of fault or no fault.

**II. GENERAL INFORMATION FOR CONTRACTORS**

**2.1 Project Administrator**

The Project Administrator is the sole point of contact regarding this RFP. All communication between prospective proposers, Respondents, and the County upon receipt of this RFP shall be with the Project Administrator, as follows:

Jerry Culman II  
Maintenance Director  
8527 E. Government Center Dr., Suite 101  
Suttons Bay, MI 49682  
Telephone: 231-432-0555  
Facsimile: 231-256-0120  
E-mail: [jculman@leelanau.gov](mailto:jculman@leelanau.gov)

In preparing proposals, prospective proposers, and Respondents are to rely only upon the contents of this RFP, accompanying documents, and any written statements issued by the Project Administrator. Any other communication will be considered unofficial and non-binding on the County. **THE COUNTY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** If a prospective proposer or Respondent finds a discrepancy, error, or omission in the RFP, or require any written addendum thereto, the prospective proposer or Respondent is requested to notify the Project Administrator in writing, so that written clarification may be sent to all prospective proposers and Respondents. Communication directed to parties other than the Project Administrator may result in disqualification of the prospective proposer or Respondent.

**2.2 Estimated Schedule of Procurement Activities**

The County anticipates the following procurement schedule:

RFP Released..... July 2, 2021  
Mandatory Site Visit..... by appointment

Questions Due to Administration .....	July 15, 2021 5:00 p.m.
Questions Responses .....	July 20, 2021
Notice of Intent .....	July 23, 2021
Proposals Due .....	July 29, 2021 3:00 p.m.
Complete Proposal Review .....	August 6, 2021
Notice of Award .....	August 18, 2021
Commence Work Date.....	August 23, 2021
Work Completion.....	<i>no later than two (2) months after the start of project</i>

**2.3 SUBMISSION OF PROPOSALS**

Respondents are required to submit three (3) copies of their proposal. One (1) copy must have original signatures and the other copies can have photocopied signatures. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume. The proposal, whether mailed or hand delivered, must arrive at the County Administration Office no later than 3:00 p.m., local time, on July 29, 2021.

The proposal is to be sent to the Project Administrator at the address noted in Section 2.1, above. The envelope submitted should be clearly marked **“LEELANAU COUNTY VERONICA VALLEY COUNTY PARK FISHPOND EDGE WALKWAY”** and addressed to the attention of the Project Administrator.

Respondents who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Project Administrator. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. ***Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail.***

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the County and will not be returned. The opening and reading of a proposal does not constitute the County’s acceptance of the Respondent as a responsive and responsible Respondent.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of service and project approach and information specifically required by this RFP is discouraged. Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms of Article IV, and that the Respondent understands and agrees to abide by each, and all of the stipulations and requirements contained therein.

**2.4 Proprietary Information and Public Disclosure**

Materials submitted in response to this RFP shall become the property of the County. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by Michigan statute (MCL 15.243(i)), the Freedom of Information Act.

## **2.5 Revisions to the RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers and Respondents known to the County. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers. All such changes or addenda shall become part of the contract and all prospective proposers and Respondents shall be bound by such changes and addenda. The County reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.6 Acceptance Period**

Respondents must provide sixty (60) calendar days for acceptance by the County from the due date for receipt of proposals.

## **2.7 Responsiveness**

All proposals will be reviewed by the Project Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The County also reserves the right, at its sole discretion, to waive minor administrative irregularities.

## **2.8 Most Favorable Terms**

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Respondent can propose. The County does reserve the right to contact a Respondent for clarification of its proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

## **2.9 Costs of Proposal**

The County will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.10 No Obligation Contract**

This RFP does not obligate the Board of Commissioners to award a contract for services specified herein.

## **2.11 Rejection of Proposals and Reservation of Right to Negotiate**

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right to waive any informalities or irregularities in proposals and/or negotiate separately the terms and conditions of all or any part of the proposals as deemed to be in the County's best interests at its sole discretion even though not the lowest cost. No proposal shall be accepted from any party who is in default on the payment of taxes or other liability due the County.

### **2.12 Failure to Comply**

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

### **2.13 Commitment of Funds**

The Board of Commissioners or its delegate(s) are the only individuals who may legally commit the County to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

### **2.14 Signatures**

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

### **2.15 Prime Contractor Responsibilities**

The Respondent, whose proposal is accepted by the County, will be required to assume responsibility for all services offered in the proposal regardless of whether or not they possess them within their organization or will be provided by a subcontractor. Furthermore, the County will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. All prices quoted by the Respondent shall be FOB.

### **2.16 Failure to Perform**

For failure to deliver or perform in accord with the accepted bid, the County may consider the Respondent in default and take steps to protect the County's interest. The County may, if applicable and without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or their surety.

### **2.17 Non-Collusion Clause**

By signing and submitting this bid, the Respondent states that Respondent's proposal is genuine and not collusive or sham; such Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

### **2.18 Withdrawal**

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

### **2.19 No RFP Response**

Respondents who receive this RFP by invitation, but who do not submit a proposal, are requested to return a notice stating the reason(s) for not responding.

### **III. PROPOSAL CONTENT**

#### **3.1 Proposal Submission**

Proposals must be submitted on eight and one-half by eleven (8<sup>1</sup>/<sub>2</sub> x 11) inch paper, separated into nine (9) major sections. The nine (9) major sections shall include:

- a) Letter of Submittal, including signed Certifications and Assurances (Exhibit A of this RFP);
- b) Project Manager, Team Qualifications, Experiences, and Requirements;
- c) References;
- d) Related Information and History;
- e) Cost Proposal and Compensation;
- f) Identification of Anticipated and/or Potential Project Problems;
- g) Signed Certificate of Compliance with Public Act 517 of 2012 Form (Exhibit B of this RFP);
- h) Acceptance of Conditions; and
- i) Completed Checklist for Responsiveness (Exhibit C of this RFP).

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Respondent in preparing a thorough response. Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFP title, deadline, and Respondent's name; address; phone; fax, if applicable; electronic mail address; and contact name.

#### **3.2 Letter of Submittal**

The Letter of Submittal, the attached Certifications and Assurances form (See Exhibit A), and all RFP amendments must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

- a) Full official legal name of Respondent's firm or business.
- b) Names; addresses; telephone numbers; e-mail addresses; and fax numbers, if applicable, of legal entity or individual with whom contract would be written.

- c) Name, address, and telephone number of each principal officer(s) (President, Vice President, Treasurer, Executive Director, partners, owner of sole proprietorship).
- d) Legal status of the Respondent (sole proprietorship, partnership, corporation, LLC, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- e) Federal Employer Tax Identification number or Social Security number.
- f) Location of the facility from which the Respondent would operate.
- g) Identify any County employees or former County employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the County that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.
- h) A representation that the Respondent is in good standing in the State of Michigan and in the state in which it is located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary to perform all of its obligations in connection with this RFP.

### **3.3 Specifications**

Through this RFP, the County hereby invites Respondents that meet the qualifications set forth herein to submit proposals regarding the County's approximate Service needs.

### **3.4 Scope of Work**

This RFP is being issued to address the construction of a stone walkway along the fishpond at the Work Site consistent with the plans and specifications outlined in the attached Scope of Services (Exhibit D of this RFP). In addition to the requirements outlined in Exhibit D, the successful Respondent will also be responsible for the following:

- i. Describing the proposed strategy and/or plan for achieving the objectives of the RFP, and may utilize a written narrative or other printed technique to demonstrate the Respondent's ability to satisfy the Scope of Services;
- ii. Providing a schedule from start to completion of the Services. This must be included with the Respondent's proposal and shall include the length of time required to complete the Services. The Services must be completed in a timely and professional manner, within two (2) months of the Effective Date;

- iii. Assuming responsibility for job safety, equipment, labor, and means to perform the Services. The successful Respondent shall conform to all local, state, and federal regulations;
- iv. Inspecting the Work Site as necessary to provide an accurate quote to complete the Services. The Respondent shall have **SOLE** responsibility for the accuracy of its proposal;
- v. All materials, tools, and equipment must be specified as part of the proposal. The County will pay no additional charges; and
- vi. Removing and disposing of all job-related debris and performing a final job site clean up to the satisfaction of the County at the end of the project at the successful Respondent's own expense, include, but not limited to, completing a meticulous clean up and disposal of all waste materials.

### **3.5 Project Manager and Team Qualifications, Experiences and Requirements**

Proposals shall include a complete list of and resumes for all key personnel and management that would be performing the work required in this RFP.

For each person on the list, the following information shall be included:

- a) The person's relationship with Respondent, including job title and years of employment with Respondent;
- b) The role that the person will play in connection with the RFP;
- c) Address; telephone; fax numbers, if applicable; and e-mail address;
- d) The person's educational background;
- e) The person's relevant experience; and
- f) Relevant awards, certificates, or other achievements.

This section of the proposal should include no more than two (2) pages of information for each listed person.

### **3.6 References**

Proposals must list names; addresses; telephone numbers; e-mail addresses; and fax numbers, if applicable, of three (3) references from within the State of Michigan for whom similar work has been accomplished and briefly describe the type of service provided. ***References should be from projects that had similar scope, volume, and requirements to those outlined in this RFP. Additional references shall be provided if requested by the County.*** The Respondent must grant

permission to the County to contact the references. Do not include current County staff as references.

### **3.7 Related Information**

Proposals must include the following information:

- a) If the Respondent or any subcontractor contracted with the County since January 1, 2016, provide a project description and/or other information available to identify the contract.
- b) If the Respondent's staff or subcontractor's staff was an employee of the County during the past twenty-four (24) months, or is currently a County employee, identify the individual by name, the department previously or currently employed by, job title or position held and separation date.
- c) If the Respondent has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Respondent, or (b) litigated and such litigation determined that the Respondent was in default.
- d) Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five (5) years, so indicate.

### **3.8 Cost Proposal**

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP. The County reserves the rights set forth in Section 2.11 of this RFP.

Identify all costs including expenses to be charged for performing the Services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Please note that the County is exempt from all taxes.

Costs for subcontractors are to be broken out separately.

### **3.9 Identification of Anticipated and/or, Potential Project Problems**

Use this section of the proposal to identify and describe any anticipated and/or potential project problems, the Respondent's approach to resolving these problems, and any special assistance that will be requested from the County.

### **3.10 Acceptance of Conditions**

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

## **IV. CONTRACTUAL TERMS AND CONDITIONS**

A sample contract is attached to this RFP. The County anticipates that any contract arising out of this RFP shall contain provisions that include, but will not be limited to, those contained in the attached Exhibit E; nevertheless, the Respondent is advised that any contract, which may result from this RFP, may deviate from the sample contract.

## **V. EVALUATION AND CONTRACT AWARD**

### **5.1 Evaluation Procedure**

This document is a RFP. As a result of this RFP, the County expects to receive and evaluate proposals and select a qualified service provider. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications, experience, timeliness and what is determined by the Board of Commissioners to be the best solution for the County. The County may also consider the past performance of the Respondent on other contracts with the County or other entities.

The County may select a limited number of Respondents with whom to schedule interviews. Recommendation for a selection will be made to the Board of Commissioners and final approval lies with the Board of Commissioners.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by the Project Administrator to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive. The County reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT  
THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

Firm Name: \_\_\_\_\_

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by Leelanau County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Leelanau County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Leelanau County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there

are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.

9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

---

Signature

---

Date

---

Printed Name and Title

**EXHIBIT B**  
**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM**  
(Please type or print clearly in ink only)

I certify that neither \_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

\_\_\_\_\_  
*(Name of Company)*

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

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

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

**EXHIBIT C  
CHECKLIST FOR RESPONSIVENESS**

\_\_\_\_\_ Proposal was submitted on or before 3:00 p.m., local time, on July 29, 2021.

\_\_\_\_\_ Required number of proposal copies were submitted.

\_\_\_\_\_ Proposal was formatted into nine (9) major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.

\_\_\_\_\_ Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

\_\_\_\_\_ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

\_\_\_\_\_ Three (3) references from three (3) previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

\_\_\_\_\_  
*(Name of Company)*

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

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

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

**EXHIBIT D**  
**SCOPE OF SERVICES**

**EXHIBIT D - Scope of Services**  
**FISH POND EDGE WALKWAY**  
**VERONICA VALLEY COUNTY PARK**

Work must be completed by November 30, 2021

Stone walkway along pond is 8 ft wide and about 180 ft long.

There is also an approach at the north end that is 8 x 15 feet with 1:12 slope

6 x 8 rectangular treated posts are to be fitted around the outer perimeter

The 6 x 8 treated posts will be furnished by County (used guardrail posts)

6 x 8's are to be fitted on ends, and secured to ground with two 4 ft long re-rod

Bottom of posts are to be level, or slightly above, present cedar posts in water

Walkway next to perimeter posts, and north approach, is to be graded, barrier fabric installed, then filled with 3 inches of 21-AA stone.

After 21-AA stone is installed, add 6A crushed stone as a topping so as to fill the voids, work in as much as possible, and then pack

The slope to the north approach should be 1:12

After walkway is graded, the land side slope should be gentle, approximately 1:8

Bushes on the north and south end of walkway are to be removed

Excess dirt/material can be disposed on site, near an old 'tee off', around the edges, low area, immediately to the NE of work area.

Finished excavation area, and fill, is to be graded and seeded.

Soil & Erosion permit to be furnished by the County Parks and Recreation

Attachments: 1 & 2 walkway....3 & 4 map/work location

BRIDGE

KIDS FISH POND

M. 641

BEVEL EDGE OF  
6x8 TO MAINTAIN  
CURVE

WALKWAY

POND

6x8 WOOD  
BOARDER

REMOVE BUSH

EL. +100

+101

+102

+103

6x8 WOOD BOARDER

8" WIDE STONE  
WALKWAY

GRADED SITE

SECTION SHT 2.

REMOVE BUSH

8" WIDE 1:12  
WALKWAY

NORTH  
APPROACH

SITE PLAN 1"=30'

GENERAL  
SPOILS  
AREA

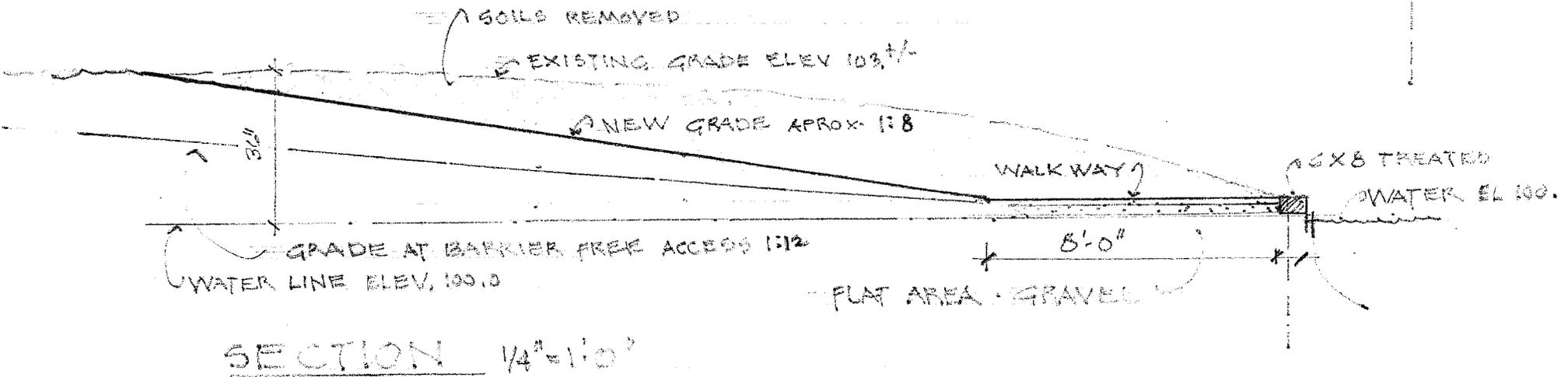
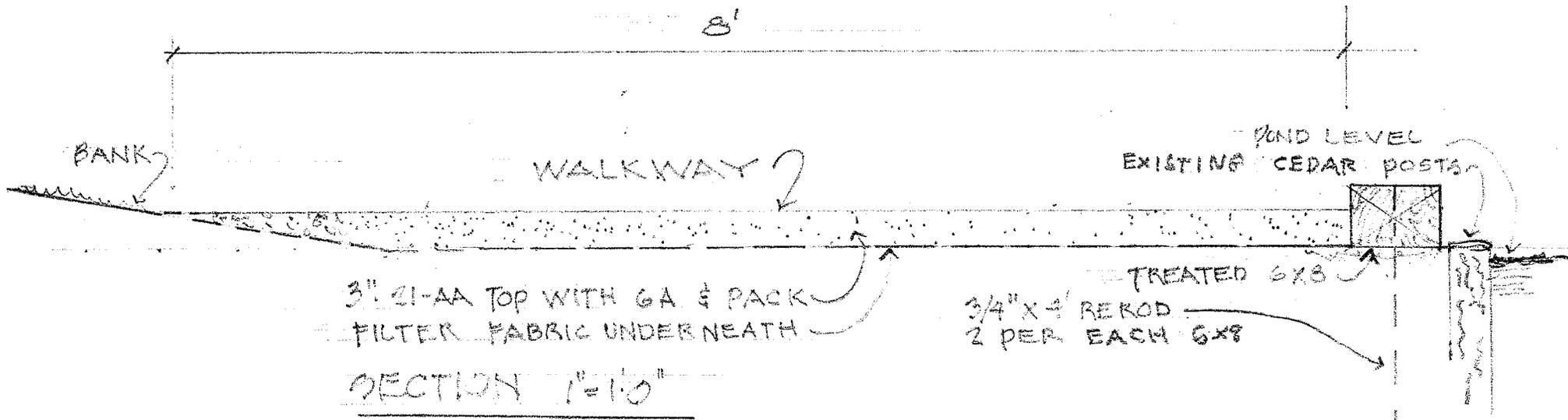
PARKING LOT

VERONICA VALLEY COUNTY PARK

FISH POND EDGE WALKWAY

6/14/21

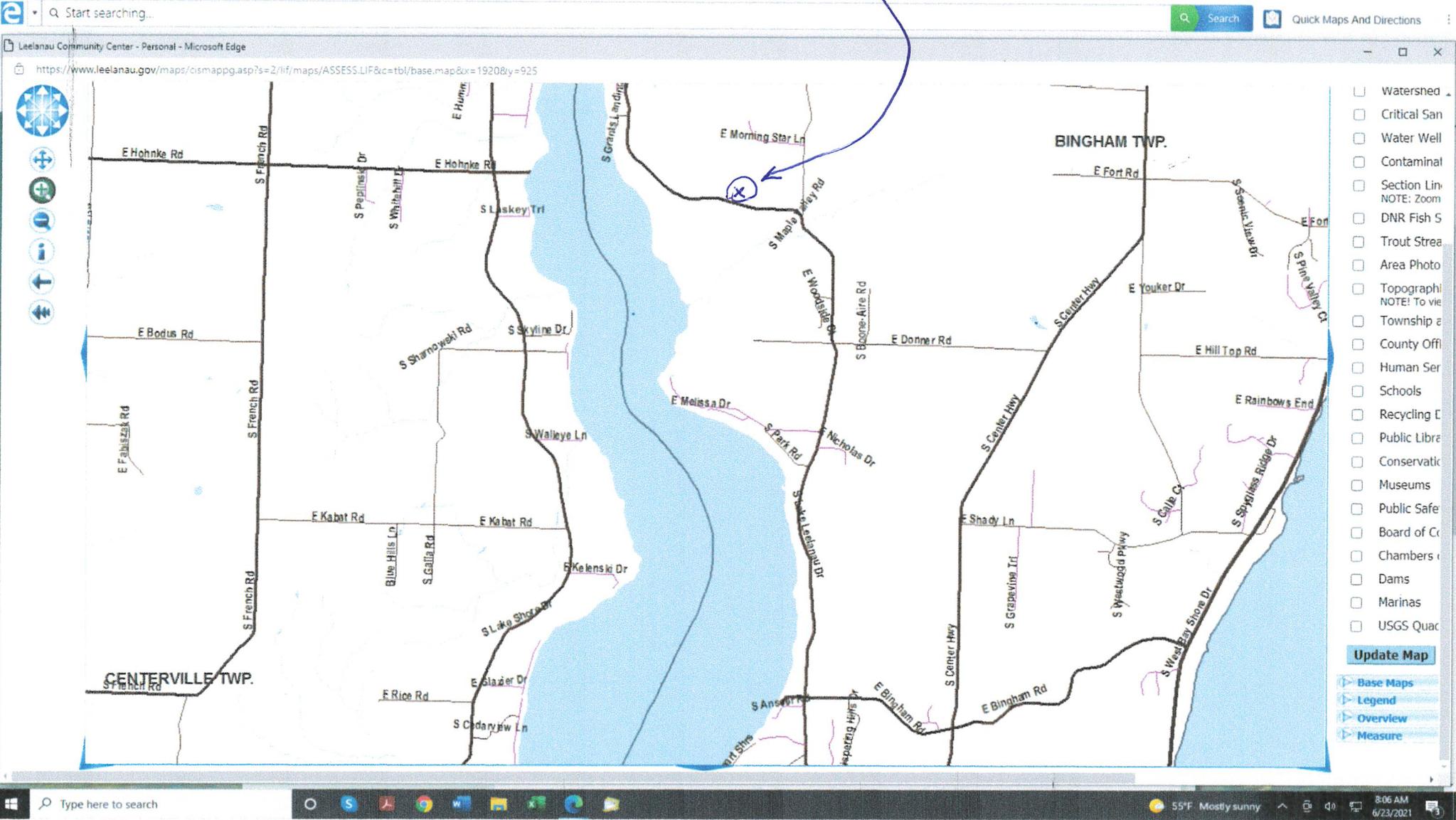
1.



VERONICA VALLEY COUNTY PARK 6/14/01

FISH POND EDGE WALKWAY

# VERONICA VALLEY PARK



3

3

WORK AREA

SPOILS AREA



LEELANAU COUNTY VERONICA VALLEY PARK

(H)

(4)

**EXHIBIT E  
SAMPLE AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and \_\_\_\_\_, whose business address is \_\_\_\_\_ (hereinafter referred to as the "Contractor").

**RECITALS:**

**WHEREAS**, the County has requested proposals from experienced and qualified contractors for the purpose of constructing a walkway along the fishpond located at Veronica Valley County Park located at 4243 S. Lake Leelanau Dr., #3885, Lake Leelanau, Michigan 49653 (hereinafter referred to as the "Work Site"); and

**WHEREAS**, the Contractor has submitted a proposal to the County to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the entire work the County requires at the Work Site; and

**WHEREAS**, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall construct a stone walkway eight (8) feet wide and one hundred eighty (180) feet long along the fishpond at the Work Site consistent with the County's Request for Proposals (RFP-LCAO-2021-005) (hereinafter referred to as "RFP") and the Contractor's Proposal (hereinafter referred to as "Project"). A copy of said RFP and Proposal are attached to this Agreement labeled Attachment A and Attachment B. The attached Attachment A and Attachment B are incorporated by reference into this Agreement and are made a part thereof. In the event of a conflict between the contract documents, said conflict shall be resolved by giving precedence to the controlling documents in the following order: this Agreement, Attachment A, and Attachment B,

The primary interface between the Contractor and the County shall be through the Leelanau County Administrator's Office and/or Leelanau County Building and Grounds Department. The Leelanau County Administrator's Office and/or Leelanau County Building and Grounds Department shall be responsible for the coordination of the Contractor's work. The Contractor, prior to commencing work, shall schedule all work at the Work Site with Leelanau County Building and Grounds Department Maintenance Director Jerry Culman II (hereinafter referred to as "Maintenance Director Culman").

All labor, tools, equipment, machinery, vehicles, and materials required for the Project shall be supplied by the Contractor. The Contractor guarantees its performance of the services required under this Agreement and shall submit to the personal inspection of such services by Maintenance Director Culman or by such other representative or agent as may be designated by the County.

**II. COMPENSATION.** It is expressly understood and agreed that the total compensation to be paid to the Contractor shall not exceed the sum of \$\_\_\_\_\_.

The compensation authorized above shall be billed and paid as follows:

- A. When the entire Project is completed.
- B. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable within thirty (30) days after the County has received all of the following:
  - 1. The bill stating the Project has been completed on or before the date of invoicing and total sum due.
  - 2. Verification of said completion from the inspector(s) designated by the County pursuant to Section III of this Agreement.
  - 3. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

Completion of the work being billed shall be to the satisfaction of the County's inspector(s). The inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this Section within five (5) business days of the County's receipt of a bill.

**III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP, AND INSPECTION OF WORK.** The Contractor shall be responsible for examining the Work Site's existing conditions in order to gain full information under which the work is to be carried out. Failure of the Contractor to inform itself shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker from the Project that the County deems incompetent or careless.

The County shall designate Maintenance Director Culman and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Project's requirements set forth in Section I of this Agreement.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Project and on completion of all items on the final punch list, but prior to the Contractor receiving compensation therefore as set forth in Section II of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State, or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this Section III shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

**IV. WARRANTIES.** The Contractor warrants that it meets all Federal, State, and local licensing, certifications, and authorization requirements to perform all the work required by the Project.

**V. CLEANING UP.** The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Project. At the completion of the Project, the Contractor shall remove all the Project's remaining waste material and rubbish from and about the Work Site, as well as its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the Project, the County may do so, and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean-up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

**VI. PROTECTION OF PERSONS AND PROPERTY.**

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
  - 2. Other property at the Work Site or adjacent thereto.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, and setting up barriers where needed.
- E. The Contractor shall promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.
- F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.
- G. The foregoing obligations of the Contractor are in addition to its obligations under Section XI of this Agreement.

**VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.**

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations, including, but not limited to, the following:
  - 1. American National Standards Institute.

2. Occupational Safety and Health Administration.
  3. State and Local Zoning and Building Codes.
- B. The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for the Project, if applicable.
  - C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State, or local laws, ordinances, and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
  - D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
  - E. If the Contractor or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet must be submitted to the Director of the Leelanau County Maintenance Department prior to commencement of work.
  - F. Breach of this Section VII shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**VIII. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**IX. NONDISCRIMINATION.** The Contractor, as required by law, shall not 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, disability which is unrelated to the

individual's ability to perform the duties of a particular job or position, weight, marital status, or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement.

**X. INDEPENDENT CONTRACTOR.**

- A. It is expressly understood and agreed that the Contractor, its subcontractors, and sub-subcontractors, are independent contractors. The employees, servants, agents, and assigns of the Contractor, its subcontractors, or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors, and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments.
- B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with, the same.

**XI. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees, and agents from all claims, damages, costs, law suits, and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XII. LIABILITY INSURANCE.** The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County’s Board of Commissioners Policy on “Insurance Requirements.” A copy of said Board Policy is attached to this Agreement labeled Attachment C. The attached Attachment C is incorporated by reference into this Agreement and is made a part thereof.

**XIII. WAIVERS.** No failure or delay on the part of either the County or the Contractor in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**XIV. MODIFICATION OF AGREEMENT.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

**XV. ASSIGNMENT OR SUBCONTRACTING.** The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement.

**XVI. PURPOSE OF SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**XVII. COMPLETE AGREEMENT.** This Agreement, Attachment A, Attachment B, and Attachment C contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XVIII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the “Effective Date”). All work on the Project including all items on the final punch list and Work Site clean-up shall be completed by no later than the \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter referred to as the “Completion Date”).

It is also understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) days prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e., for reasons other than Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the Effective Date of termination in accordance with Section II of this Agreement.

**XIX. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

**XX. SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional, or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

**XXI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

*[Signatures to Follow on Next Page]*

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR THE CONSTRUCTION OF A FISHPOND EDGE WALKWAY AT VERONICA VALLEY COUNTY PARK.**

**COUNTY OF LEELANAU**

\_\_\_\_\_

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

William J. Bunek, Chairman  
County Board of Commissioners

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

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

*(Signature)*

Name: \_\_\_\_\_

*(Print or Type)*

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

*(Print or Type)*

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

APPROVED AS TO FORM  
FOR COUNTY OF LEELANAU  
COHL, STOKER & TOSKEY, P.C.

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

Courtney A. Gabbara

**INTENT-TO-BID FORM**

If you intend to bid on this Request for Proposal, we ask that you complete this form as soon as possible and e-mail it to the Administrator's Office at: [levans@leelanau.gov](mailto:levans@leelanau.gov)

You may also mail a copy of this form to the following address: OFFICE OF THE COUNTY ADMINISTRATOR, LEELANAU COUNTY GOVERNMENT CENTER, 8527 E. Government Center Dr., Suite #101, Suttons Bay, Michigan 49682.

RFP Name: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Private for Profit: \_\_\_\_\_

Private Non-Profit: \_\_\_\_\_

Public Government: \_\_\_\_\_

Other (*Specify*): \_\_\_\_\_