

## S T A T E O F M I C H I G A N

## BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**PARKS & RECREATION - BYSTERVELD PARK WALKING TRAIL IMPROVEMENT**

**WHEREAS**, the Allegan County Board of Commissioners (Board) appropriated \$20,000 for a 2022 capital project to improve the walking trails at Bysterveld County Park; and

**WHEREAS**, consistent with the County's Purchasing Policy, an RFP process was used to solicit competitive bids for this project; and

**WHEREAS**, the bid recommended for award was the low bid, but exceeds the \$20,000 budgeted amount.

**THEREFORE BE IT RESOLVED** that the Board authorizes an additional appropriation of \$6,000 from #104 Local Revenue Sharing fund balance (to be transferred to and expenses paid from #401 Capital) as necessary to make this award and fully fund the project; and

**BE IT FINALLY RESOLVED** that the County Administrator and/or the Board Chairperson are authorized to sign the necessary documents on behalf of the County and that the Executive Director of Finance is authorized to make the necessary budget adjustments to complete this action.

**REQUEST FOR ACTION - PROCUREMENT OF GOODS AND/OR SERVICES**

RFA #: 211-049 RFA Date: 3/4/2022 RFA Submitted By: Kristin VanAtter

**PROJECT/SERVICE:** Bysterveld Park Walking Trail Improvements  
Project/Service Description: Grade, add crushed limestone, compact and restore approximately 1/2 mile of walking trails at Bysterveld County Park.  
Project/Contract #: 1009-22 Contact Info: [bgildea@allegancounty.org](mailto:bgildea@allegancounty.org)  
Department: Information Services Contact Name: Brandy Gildea

**PROCUREMENT METHOD:** Public Solicitation / RFP  
4 Firms invited to bid and bidding opportunity posted to County Website. 2 Bids received

**CONTRACT AWARD:** \$23,822.08  
Parties - County and: Land Tech WMI, Holland, MI  
Contract Duration: Scope of Work Completion  
Evaluation Team: Brandy Gildea, Kristin VanAtter, Valdis Kalnins  
References Checked: Yes Debarred: No

**BUDGETARY ACTION NEEDED:** BOC - Budget Adjustment or Additional Appropriation Needed  
Amount: \$6,000 Source: #104 Fund Balance To Account: 401-751.097-974.000

**FUNDING SOURCE:** #104 Local Revenue Sharing transfer out to #401 for parks capital expenditures  
\$ 20,000.00 Approved Appropriations to Date  
\$ 6,000.00 Additional Appropriation Requested through this RFA  
\$ - Expenditures to Date  
\$ 23,822.08 Award Amount  
\$ 2,177.92 Funds Remaining

**AWARD THRESHOLD:** CAO - Budgeted Capital Procurement under \$50,001

**NEW CONTRACT SUMMARY:** New County Agreement without modifications

**BID PRESENTATION FOR PROJECT #:** 1009-22  
**Project Name:** Bysterveld Walking Trail Improvements  
**Service Area:** Parks and Recreation  
**Budgeted Amount:** \$ 20,000.00  
**Bid Amount:** \$23,222.08  
**Difference:** -\$3,222.08  
**Over/Under Budget** OVER  
**Federal grant dollars:** No  
**State dollars:** No  
**Evaluation Team:** Brandy Gildea, Valdis Kalnins  
**Award Recommendation:** LandTech WMI  
**Award Criteria:** Lowest bidder with satisfactory references  
**References supplied and checked?** Yes  
**[Debarred party?](#)** No

Date: 3/7/2022

Advertised: County website and invitations to bid

# of Firms Invited to Bid: 4

# in West Michigan: 4

# in Allegan County: 3

Mandatory Pre-bid Meeting: No

# of Pre-bid Meeting Attendees: N/A

# of Bids Received: 2

<b>VENDOR TABLE</b>	<b>Vendor 1</b>	<b>Vendor 2</b>
Company Name	LandTech WMI	Riverwork's Construction
Company Address1	2450 Van Ommen Dr., Ste. B	5776 143rd Ave
Company Address2		
City, State, Zip	Holland, MI 49424	Holland, MI 49423

<b>COST TABLE</b>		
Total Material Cost	\$ 15,871.90	\$ 46,000.00
Total Labor Cost	\$ 1,275.00	\$ 30,000.00
Other Cost	\$ 5,475.18	\$ -
<b>Total Base Cost (not to exceed)</b>	<b>\$ 23,222.08</b>	<b>\$ 76,000.00</b>
Additional Permit Allowance	\$ 600.00	\$ 250.00



## CONTRACT PACKET

Allegan County  
3283 122<sup>nd</sup> Ave  
Allegan, MI 49010

### **Bysterveld Park Walking Trail Improvement Services Contract #1009-22**

This contract packet incorporates the following documents:

<b>Bysterveld Park Walking Trail Improvement Services Agreement .....</b>	<b>2</b>
<b>Agreement and Scope of Work Clarifications.....</b>	<b>8</b>
<b>Attachment A – Scope of Work .....</b>	<b>9</b>
<b>Exhibit A – Gravel Overlay .....</b>	<b>11</b>
<b>Attachment B – Cost Proposal.....</b>	<b>12</b>
<b>Attachment C – Contractor’s Proposal .....</b>	<b>13</b>

## **Bysterveld Park Walking Trail Improvement Services Agreement**

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122<sup>nd</sup> Avenue, Allegan, Michigan 49010 (“County”) and

**Contractor Name:** LandTech WMI

**Contractor Address:** 2450 Van Ommen Dr. Suite B, Holland, MI 49424

(“Contractor”). The parties agree as follows:

### **1. Contractor Services**

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

### **2. Payment**

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

### **3. Term of Agreement**

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion and expiration of all warranties and guarantees provided by the Contractor on the work performed, unless terminated earlier in accordance with Section 4 of this Agreement.

### **4. Termination of Agreement**

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days’ written notice to Contractor.

### **5. Insurance Requirements**

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the County with a copy of its Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

## **6. Reporting and Review**

Contractor shall report to the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the County. The County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the County may review any of Contractor's internal records, reports or insurance policies.

## **7. Indemnification**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

## **8. Independent Contractor**

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, 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 sick or vacation leave, or longevity pay; and that Contractor shall be responsible for 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, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

## **9. Subcontracting**

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

**10. County Employees**

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

**11. Default**

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

**12. Endorsement Prohibition**

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

**13. Compliance with Laws**

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

**14. Nondiscrimination**

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

**15. Equal Opportunity Employer**

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

**16. Confidentiality**

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

**17. Contractor Personnel**

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

**18. Amendment**

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.



**19. Binding Effect**

This Agreement is binding upon and shall inure to the benefit of Contractor and the County and their respective legal representatives, successors and authorized assigns.

**20. Waiver**

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

**21. Counterparts**

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**22. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

**23. Section Titles**

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

**24. Choice of Law and Forum**

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

**25. Debarment or Suspension Status**

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

**26. Conflicts of Interest**

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform County regarding same.

**27. Anti-Collusion Statement**

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

**28. Entire Agreement**

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Bysterveld Park Walking Trail Improvement Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 2/11/2022
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 2/24/2022

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Contractor:

County:

Sign: 

Sign: \_\_\_\_\_

Name: SHAUN MCLARTY

Name: Robert J. Sarro

Title: SALES & DESIGN

Title: Allegan County Administrator

Date: 2/22/22

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

## **Agreement and Scope of Work Clarifications**

No material clarifications to the Agreement or Scope of Work were posted during the open bidding process or changes made to the Agreement or Scope of Work prior to award.

## **Attachment A – Scope of Work**

### **1. INTRODUCTION**

- 1.1** Contractor shall provide and overlay 22A crushed concrete gravel along various sections of the Bysterveld County Park walking trail according to the scope of work outlined herein.
- 1.2** Bysterveld County Park is located at 4171 14th Street Dorr, MI 49323.

### **2. SCOPE OF SERVICES**

#### **2.1 General Conditions**

- 2.1.1 Signs and Barriers: Contractor shall sign and block off work areas from vehicular and pedestrian traffic while conducting work and remove temporary signs and barriers as soon as work is completed at each site.
- 2.1.2 Contractor shall remove all debris and trash generated in performing the work under this Agreement from each site on a daily basis. Disposal of these materials, is the Contractor's responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws.
- 2.1.3 Damage to County Property: Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the Contractor. Any damage to existing facilities shall be reported to the County and shall be repaired promptly by the Contractor when ordered to do so by the County at no cost to the County. All repairs of damage to existing facilities shall be made to the satisfaction of the County. Failure to repair damage shall be just cause for withholding payment due to Contractor.
- 2.1.4 Damage to Public/Private Property: Any damage of public or private property caused by Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the County. Contractor shall inform County of any damage caused by Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of County, County reserves the right to repair or replace that which was damaged or assess Contractor such cost as may be reasonable and related to damaged caused by Contractor, and deduct these costs from any payment due to Contractor.
- 2.1.5 Contractor shall be responsible for notification to MISS DIG, one number utility alert (1-800-482-7171), for location of public utility service lines where digging or deep excavation operations could disturb or sever such lines. Contractor shall pay for all repairs, restoration and damages resulting from failure to properly fulfill such notification and location requirements at no cost to the County.

## **2.2 Scope of Work**

Contractor shall:

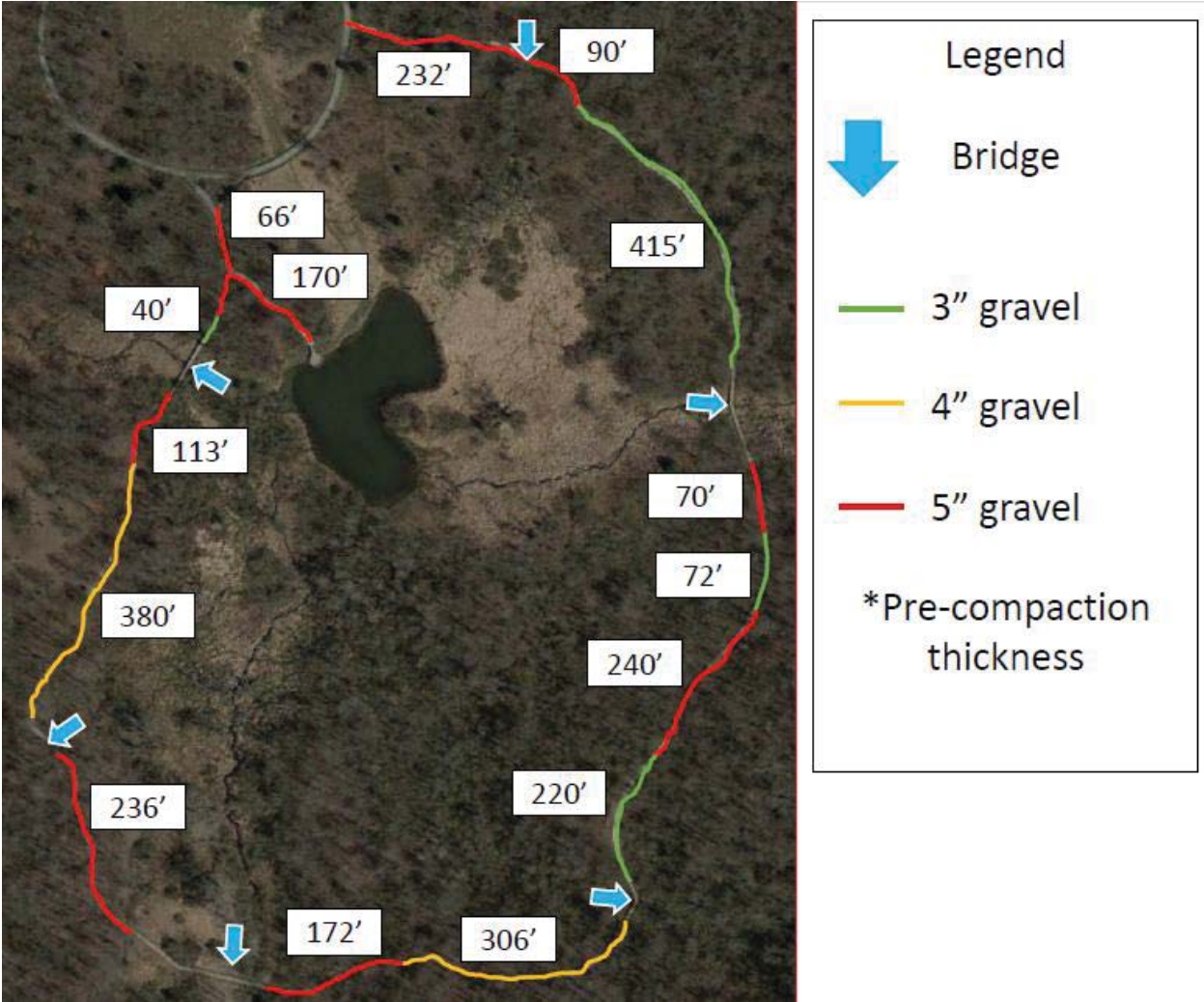
- 2.2.1 Secure all permits required to perform the necessary work.
- 2.2.2 Only perform work when ground is dry and firm (but not frozen) so as not to cause damage to the trail while transporting materials to work sites.
- 2.2.3 Clear area for plywood sheathing to bypass pedestrian bridges. Any damage caused to the bridges will need to be fixed by Contractor.
- 2.2.4 Provide and overlay 22A crushed concrete gravel in 3” gravel, 4” gravel and 5” gravel thickness on various section of trail as indicated in Exhibit A – Gravel Overlay according to the following method:
  - 2.2.4.1 Power rake the existing section of path to loosen material, angling to the center.
  - 2.2.4.2 Lay fresh crushed concrete on top at the specified depth to a width of six feet, crowned in the middle for drainage.
  - 2.2.4.3 Compact crushed concrete 20% starting along the sides of the path and finishing with the middle.
- 2.2.5 Repair and level any sections of trail damaged by Contractor’s equipment.

## **2.3 Scheduling**

- 2.3.1 All work is to be scheduled at least five (5) business days in advance and coordinated through:

Brandy Gildea  
Parks Manager  
(269) 673-0378  
[bgildea@allegancounty.org](mailto:bgildea@allegancounty.org)

**Exhibit A – Gravel Overlay**





## Attachment B – Cost Proposal

### 3. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

#### 3.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax. Neither shall be added to the costs presented in this cost proposal or added by the Contractor to any invoice billing the County.

#### 3.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

#### 3.3 Invoices:

All invoices must reference contract #1009-22, itemize services rendered and be sent by email to [projects@allegancounty.org](mailto:projects@allegancounty.org) or mailed to:

Project Management - Accounts Payable  
Allegan County Information Services  
3283 122<sup>nd</sup> Avenue  
Allegan, MI 49010

#### 3.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Total Material Cost	\$ 15,871.90
Total Labor Cost	\$ 1,275.00
Other Cost (specify):	\$ 5,475.18 EQUIPMENT, MOBILIZATION
<b>Total Base Cost (not to exceed)</b>	<b>\$ 23,222.08</b>
Additional Permit Allowance (if applicable). Actual permit cost to be itemized as a separate line item on invoices.	\$ 600.00



# LandTech



Colossians 3:23

Geo-technical Site Work  Excavation  Construction  Environmental Landscaping

# ShoreTech

Bio-engineered Shorelines  Seawalls  Stone Revetment  Wetlands  Docks/Boat lifts  Floating Structures

## Aesthetics Function Stewardship

ATTN: Kristin VanAtter - Project Management Specialist

### RFP #1009-22 Bysterveld Park Walking Trail Improvement Services Bysterveld Park

2/22/2022

LINE	QTY	DESCRIPTION	4171 14th St. Dorr, MI 49323	UNIT	UNIT PRICE	EXTENDED PRICE
1		SITE EVALUATION, EVALUATION, MEASUREMENTS, PHOTOS, DESIGN LAYOUT, MATERIAL LIST			ALLOWANCE	
2		MDEQ PERMIT APPLICATION AND COMPLETION FEES - PRE-APP MTG MAY BE REQUIRED			ALLOWANCE	
3		SESC PERMIT APPLICATION AND COMPLETION FEES			ALLOWANCE \$	600.00
4		HEALTH DEPT. PERMIT APPLICATION AND COMPLETION FEES - COUNTY			ALLOWANCE	
5		ZONING REVIEW AND APPLICATION COMPLETION FEES - CITY OR TOWNSHIP			ALLOWANCE	
6		BUILDING PERMIT APPLICATION AND COMPLETION FEES - CITY, TWP OR COUNTY			ALLOWANCE	
7		ASSOCIATION PRESENTATION FOR REVIEW AND APPROVAL, AS NEEDED			ALLOWANCE	
8	1	<b>TOTAL PERMIT ALLOWANCES</b>			<b>\$</b>	<b>600.00</b>
9	1	MOBILIZATION / DEMOBILIZATION OF EQUIPMENT, MATERIALS AND CREW - TRUCKS / FUEL / TRAILERS			LUMP SUM \$	1,231.71
10	1	PEDESTRIAN NOTIFICATION/SIGNAGE/CAUTION TAPE AND BLOCKADES			LUMP SUM \$	288.60
11	1	SITE PREP, ACCESS PATHS, CLEAR AREA FOR PLYWOOD SHEATHING TO BYPASS PED. BRIDGES			LUMP SUM \$	658.47
12	1	BRIDGE BYPASS SHEATHING (INSTALL AND REMOVAL)			LUMP SUM \$	1,333.30
13	1	POWER RAKE EXISTING PATH; LOOSEN MATERIAL FOR NEW AGGREGATE TO AFFIX TO EXISTING			LUMP SUM \$	2,590.00
14	250	CRUSHED CONCRETE, TYPE 22A CREATING A SIX (6) FOOT WIDE PATH*		CYS	\$ 57.00	\$ 14,250.00
15	1	MATERIAL COMPACTION, 20%			LUMP SUM \$	1,295.00
16	1	HAND LABOR; SHOVELING AND RAKING MATERIALS			LUMP SUM \$	1,275.00
17	1	SITE CLEANUP, SORTING CONSTRUCTION WASTE, RECYCLING, TRANSPORT			LUMP SUM \$	300.00
18		<b>TOTAL LABOR, EQUIP, MATERIALS &amp; ASSOCIATED COSTS, NOT INCLUDING PRELIM ALLOWANCES</b>			<b>\$</b>	<b>23,222.08</b>
19		<b>TOTAL PROJECT COST</b>			<b>\$</b>	<b>23,822.08</b>
20		<b>COMBINED 50% DEPOSIT - SEE TERMS AND CONDITIONS BELOW</b>			<b>\$</b>	<b>11,911.04</b>
21		<b>10% DEPOSIT TO LOCK IN QUOTED PRICING (SEE TERMS AND CONDITIONS)</b>			<b>\$</b>	<b>2,382.21</b>

**NOTES**

- \* UP TO 240 CYS OF CRUSHED CONCRETE. MATERIALS ARE DELIVERED IN 25T AND 50T ORDERS
- \* BID PRICE WILL BE ADJUSTED IF ADDITIONAL PERMITS ARE NEEDED.

**TERMS AND CONDITIONS**

10% DEPOSIT WITH SIGNED CONTRACT LOCKS IN QUOTED PRICING AND PLACES PROJECT ON THE SCHEDULE  
 PROJECTS LESS 30 DAYS IN DURATION ARE INVOICED AT COMPLETION OF PROJECT, DUE UPON RECEIPT.  
 PROJECTS GREATER THAN 30 DAYS IN DURATION ARE INVOICED ON PROGRESS DRAWS EVERY TWO WEEKS, DUE UPON RECEIPT  
 ALL ACCOUNTS 30 DAYS PAST DUE ARE SUBJECT TO 18% A.P.R. TIME DIFFERENTIAL CHARGES AS ALLOWED BY MICHIGAN LAW  
 ALL ACCOUNTS 60 DAYS PAST DUE LOOSE ALL WARRANTIES, EXPRESSED OR IMPLIED  
 ALL ACCOUNTS 60 DAYS PAST DUE ARE SUBJECT TO ALL LEGAL COLLECTION AND RECOVERY COSTS  
 WE NOW EXCEPT ALL MAJOR CREDIT CARDS AT A CONVENIENCE FEE OF 1.75%



Submitted By:

Date: 2/22/22

Accepted by:

Date:

2450 Van Ommen Dr. Holland, MI. 49424 suite B

Office: (616) 928-0786 Fax: (616) 928-0787

Website: landtechwmi.com Email: shaun@landtechwmi.com



February 22, 2022

Kristin VanAtter – Project Management Specialist  
Allegan County Services Building  
3283 122<sup>nd</sup> Ave  
Allegan, MI 49010

## **LandTech WMI Letter of Proposal: RFP #1009-22 Bysterveld Park Walking Trail Improvement Services**

LandTech WMI is pleased to submit a letter of proposal for the Bysterveld Park Trail Walking Trail Improvements project. After reviewing the information provided and completing multiple site visits we feel that we have accurately represented all aspects needed to effectively complete this project with timeliness, efficiencies, public safety and site stewardship in the forefront of our mind(s).

### **PROPOSAL CONTENT**

#### **8.1 - Company Information:**

- 8.1.1 *Legal Name* – LandTech WMI  
*Year Established* – 2009  
*Company Size* – 22 employees, \$8.5 million in sales annually
- 8.1.2 *Location* – 2450 Van Ommen Dr. Holland MI, 49424  
*Current Location Established* – June 2021
- 8.1.3 *Project Contact Information* – Shaun McLarty, Design & Sales  
(616) 928-0786  
shaun@landtechwmi.com
- 8.1.4 *5 Year Disciplinary Action* – No

#### **8.2 - Company Experience:**

- 8.2.1 *Three References of Similar Work Performed*
  - Martin, Jason – 231-233-3651  
80' x 13' Association Road restoration. Power Rake and Articulated Blade grading, top-dressed with 22a and roller compacted.
  - MacEachern, James – 269-277-7866  
Cut 8' wide access into Lake Michigan shoreline bluff to observation setting. Graded and installed infilled geo-web with topsoil & turf.

- Smith, Jim – 269-929-2060  
Cut grate into slope, installed 45' x 25' parking area with 8' wide turf block driveway.

### 8.3 – Scope of Work

#### 8.3.1 *Describe Equipment and Process*

- Planned: 2 Track Driven Skid Steers on site for the duration of the project. 'Trail Closed' signage, barricades and pedestrian notification will be set and moved to close the trail where work is being conducted while keeping as much of the trail system open while ensuring public safety throughout the project.

Phase 1 - Prep bridge bypasses:

- Forestry Mulcher attachment to clear equipment path adjacent to all bridges.

Phase 2 – Close approximately half of the trail system to the public, from entrance to designated bridge. Lay plywood sheathing adjacent to bridges (or where best access allows) for equipment to bypass. With a power rake attachment on skid steer, loosen current path material angling towards the path's center and to a depth that is below any existing surface variation.

Phase 3 – Overlay 22A crushed concrete to specified depth (or as needed) to achieve proper depth, with crown in center for proper drainage. Crushed concrete will be transported with a skid steer 2 ½ yard hopper attachment along with standard front bucket as needed.

Phase 4 - Compact crushed concrete to 20% starting with the outsides of the path then the center to ensure proper drainage crown/pitch. Work will start from the section that is the furthest away from the entrance, (within the closed portion of trail) then back towards the entrance. As sections between bridges/boardwalks are completed the plywood sheathing will be picked up, any needed restorations will be made, and that section of trail will be re-opened to the public.

Phase 5 – Completely re-open repaired side/sections of trail system, move all signage and repeat Phases 2, 3 and 4 on remaining side/sections.

Phase 6 – Inspect and cleanup project site including any grading and leveling area where crushed concrete was delivered/staged in parking area.

#### 8.3.2 *Anticipated duration of on-site work*

- 10 working days (weather depending)

#### 8.3.3 *If contract awarded on March 15, 2022 what is the estimated completion date assuming that the County expects completion by May 13, 2022*

-Current estimated project completion by May 6, 2022.

***\*\*Spring weather conditions will directly affect the project starting date. With good-faith intentions to complete the project within the County's timeline expectations we also want to be confident that we will minimize disruption to potentially saturated terrain adjacent to the bridges and pathways. \*\****

-Open communication and project scheduling would be conducted with Brandy Gildea.

8.3.4 *Any proposed variances from County's scope of work described in Attachment A:*

-None