



REQUEST FOR QUOTATION

BCQ 052012

Phase 1 Environmental Assessment
Per ASTM Standard Practice E 1527-05, ESA

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR QUOTATION---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDERS LIST.

DATE OF QUOTE REQUEST	OCTOBER 26, 2012
REFERENCED QUOTATION NUMBER	BCQ 052012
MANDATORY PRE-BID WALK THROUGH	NOVEMBER 8, 2012 10:00 A.M. 3770 AIRPORT RD. PINCONNING, MI 48650
PROPOSED DATE/TIME REQUIRED	NOVEMBER 16, 2012 10:00 A.M.
SUBMIT QUOTATION TO	BAY COUNTY RECREATION & ADMINISTRATIVE SERVICES DEPT. ATTN: FRANCES HORGAN BAY COUNTY BUILDING 515 CENTER AVENUE 8 TH FLOOR BAY CITY, MI 48708-5128
MARK QUOTATION	"PHASE 1 ENVIRONMENTAL ASSESSMENT PER ASTM STANDARD PRACTICE E 1527-05 ESA" DELIVER TO THE PURCHASING DIVISION IMMEDIATELY

The Bay County Recreation & Administrative Services Department is soliciting quotes:

PHASE 1 ENVIRONMENTAL ASSESSMENT PER ASTM STANDARD PRACTICE E 1527-05 ESA

The Phase 1 Environmental Assessment shall conform to the ASTM Standard Practice E 1527-05 ESA. The specific property is located at 3770 Airport Road, Pinconning, Michigan 58650. Bay County has received a National Oceanic and Atmospheric Administration (NOAA) Grant NA11NOS4630166 for the potential purchase of this property. See **Exhibits labeled 'A' & 'B'** for site location maps.

The property is identified on the property tax rolls as parcel #120-025-200-010-00.

BACKGROUND:

The property over the years has been used as a small campground, small marina and a bar/residence. The marina, due to low water levels in the lagoon, is no longer in service. The bar has also closed although the owner still lives in a portion of the building; there are also up to four (4) campers still on site. Bay County, if completing purchase of the property, will be responsible for the removal of the buildings once the owner and the campers have relocated.

Bay County will not acquire the liquor license in the transaction.

SCOPE OF WORK:

With ASTM Standard Practice E 1527-05, ESA will include the following tasks:

- A reconnaissance of the subject property and observation of the adjoining properties to identify uses or activities that may pose an environmental threat to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of federal, state, and local regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and other sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property.
- A review of reasonably ascertainable inventories and records of known or suspected sites of environmental impairment maintained by federal, state and local regulatory authorities, including records of compliance, as appropriate.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to their obvious first developed uses, or 1940, whichever is earlier; such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, prior environmental assessments, municipal records, and county records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that consultant judges to have a potential to pose an environmental threat to the subject property.
- A review of reasonably ascertainable federal, state, and local records to determine if environmental cleanup liens have been filed against the subject property.
- The consideration of adjoining property use and activity.
- A review of available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- An evaluation of information obtained from the aforementioned sources to determine if RECs, HRECs, or potential areas of concern exist in connection with the subject property.
- A preliminary asbestos inspection to assess the presence of suspect sources of friable and non-friable asbestos-containing materials (ACM). The preliminary asbestos inspection is not intended to disclose all possible sources of potential asbestos at the property (i.e., roof felt, dry wall, gaskets), but for the most significant (based on location, condition, and friability) suspect sources of ACMs. Suspect asbestos sources to be considered will be limited to ceiling tile, floor tile, and thermal system insulation.

During the assessment, consultant will evaluate or consider: (1) the potential for contamination of soil and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

The successful vendor will submit five (5) copies of the report on a CD.

REQUIREMENTS OF BIDDER:

- Quotes must comply with with ASTM Standard Practice E 1527-05, ESA. **MANDATORY REQUIREMENT.**
- All quotes must be good for ninety (90) days after the previous stated quotation date.
- Quotes will only be accepted on the attached form (See "ATTACHMENT A").
- Respondent shall include a copy of current license(s) for the State of Michigan (label "ATTACHMENT B").
- Respondent shall submit professional experience and comparable Assessments of this type (See "ATTACHMENT C").
- Each responder must include three (3) professional references (See "ATTACHMENT D").
- Each responder is required to accompany their formal bid with a written sworn statement affirming they have not been party to a collusive agreement (See "ATTACHMENT E").

MANDATORY PRE-BID WALK THROUGH AND MEETING:

Bay County has a federal grant for land acquisition in the Pinconning area adjacent to Pinconning Park. The site is a 54-acre parcel formerly known as "Blizzard Hills" located at 3770 Airport Rd. The pre-bid walk through and meeting will consist of two parts: an on-site walking tour commencing at 10:00 A.M. prevailing Eastern Time at the site and a question and answer session immediately following (approximately 11:00 A.M.) at Pinconning City Hall, S. Manitou St., Pinconning, MI. Please see **EXHIBIT C** for directions from the property site to Pinconning City Hall.

ATTENDANCE AT BOTH IS A MANDATORY REQUIREMENT OF THIS PROCUREMENT

GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda only. Responders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible responders are asked to immediately send contact information by email to Frances Horgan, Bay County Purchasing Agent, at horganf@baycountv.net; failure to do so may limit your ability to submit a complete, competitive quotation.
3. **TAX EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. **FREEDOM OF INFORMATION ACT:** All quotes are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
5. **RESPONSIBILITY:** Responders are solely responsible for ensuring their quote is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of quote shall be made to the Bay County Purchasing Agent, Bay County Building, 8th Floor, Bay City, MI 48708.

6. **INSURANCE:** The Responder shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Supplier's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the Supplier's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$1,000,000 each occurrence and mandatory \$1,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate.
- e. Professional liability coverage (errors and omissions) with limits of liability of \$1,000,000 per claim applicable to this project.

Insurance required shall be in force until acceptance by the County of the delivered goods, and shall be written for not less than any limits of liability specified above. The Supplier has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

"It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to Bay County."

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSUREDS:

"It is understood and agreed that the following shall be additional insureds: The County of Bay including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers".

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess.

SUB-CONTRACTORS: If the Supplier should subcontract any part of the project to a third party, Supplier shall ensure that such third party shall carry similar insurance before commencing work. Upon County or owner's request, Supplier shall promptly furnish evidence of insurance for any such third party doing work for or under Supplier.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan.

7. COST OF DEVELOPING QUOTE: The Respondent shall be responsible for all costs incurred in the development and submission of this response. The County assumes no contractual obligation as a result of the issuance of the BCQ, the preparation or submission of a response by a Respondent, the evaluation of an accepted response or selection of finalists. The County shall not be contractually bound until the County and the successful Respondent have executed a written contract for performance of the work. The bidder may not begin any part of this project until the signed contract is received.
8. QUOTATION DELIVERY: Quotations must be returned no later than November 9, 2012, 10:00 A.M. in a sealed envelope clearly marked "PRINDLE PROPERTY APPRAISAL" Deliver to Purchasing Agent Immediately." The same should be mailed or hand delivered to the Bay County Purchasing Department, Bay County Building, 8th Floor, Bay City, Michigan 48708. The County will not accept proposals sent by FAX machine or Email.
9. NON-DISCRIMINATION: In regard to the services proposed, Respondent shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal state and local fair employment practices and equal opportunity laws and covenants providing that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this appraisal, with respect to his or her hire, tenure, terms, conditions or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Respondent agrees

to include in every subcontract entered into for the performance of this appraisal this covenant not to discriminate in employment. A breach of this covenant shall constitute a material breach of the terms and conditions of BCQ 052012.

There will be a public quote opening immediately following the deadline to receive proposals in the Bay County Information Systems Division conference room located in the Bay County Building, 8th Floor, 515 Center Avenue, Bay City, Michigan. All responders are invited to attend and hear the proposals read.

The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.

ADA Assistance: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon 10 days notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Michael Gray, Assistant County Executive for Administrative Services
Office of the Bay County Executive
Bay County Building
515 Center Avenue
4th Floor, Suite 401
Bay City, MI 48708-5128
(989) 895-4130
(989) 895-4049 TDD

Frances Horgan, Purchasing Agent
Bay County Recreation & Administrative Services Department
Bay County Building
515 Center Ave 8th Floor
Bay City, MI 48708-5128
(989) 895-4037
Email: horganf@baycounty.net

This quote process will be conducted in conformity with the Bay County Purchasing Policy

SITE LOCATION MAP 1

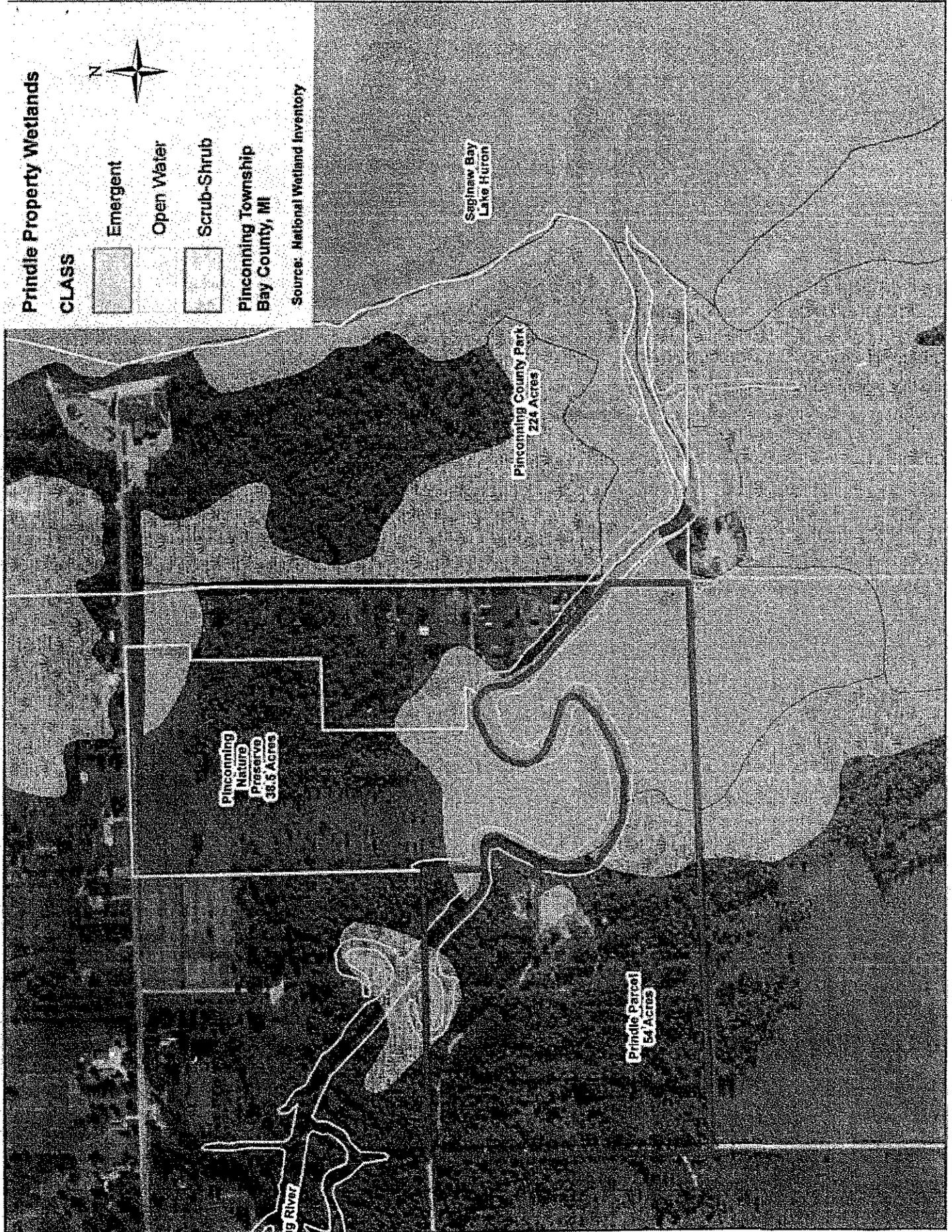


Exhibit 'A'

SITE LOCATION MAP 2

DIRECTIONS



mapquest

Notes

Trip to:

208 S Manitou St

Pinconning, MI 48650-9350

1.85 miles / 4 minutes



3770 Airport Rd, Pinconning, MI 48650-9771

- | | | |
|--|---|--------------------------------------|
| | 1. Start out going north on Airport Rd toward Denny Rd. Map | 0.1 Mi
<i>0.1 Mi Total</i> |
| | 2. Turn left onto Denny Rd. Map | 0.5 Mi
<i>0.6 Mi Total</i> |
| | 3. Turn right onto N Tower Beach Rd. Map | 0.3 Mi
<i>0.9 Mi Total</i> |
| | 4. Turn left onto E Pinconning Rd. Map | 0.5 Mi
<i>1.4 Mi Total</i> |
| | 5. E Pinconning Rd becomes E 5th St. Map | 0.3 Mi
<i>1.7 Mi Total</i> |
| | 6. Turn right onto S Manitou St. Map | 0.2 Mi
<i>1.8 Mi Total</i> |
| | 7. 208 S MANITOU ST is on the left. Map | |



208 S Manitou St, Pinconning, MI 48650-9350

EXHIBIT C

BID SUMMARY

Cost to perform environmental Assessment for 54 acres of parcel land located at:

3770 Airport Road, Pinconning, MI 48650
Parcel Tax Code: #09-120-025-200-010-00

Appraisal shall conform to the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book).

TOTAL COST: \$ _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

CURRENT LICENSES

PROFESSIONAL EXPERIENCE & COMPARABLE PROJECT EXPERIENCE IN YELLOW BOOK APPRAISALS:

PROJECT:

PROJECT:

PROJECT:

PROJECT REFERENCES:

Project Location: _____

Contact Person: _____

Contact Phone #: _____

Project Location: _____

Contact Person: _____

Contact Phone #: _____

Project Location: _____

Contact Person: _____

Contact Phone #: _____

CERTIFICATION

The individual signing below certifies:

- 1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
- 2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
- 3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
- 4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
- 5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____