



**NEWAYGO COUNTY PARKS AND RECREATION COMMISSION
NEWAYGO COUNTY, MICHIGAN
REQUEST FOR PROPOSALS (RFP)
Disc Golf Tee Pads**

Newaygo County Parks Commission requests sealed proposals from qualified Contractors for general contracting work at Muskegon River Bluffs Disc Golf Course, located within Ed H Henning County Park at 500 Croton Dr, Newaygo, MI 49337. All work, inspections, and permitting must be completed by July 1, 2025.

Newaygo County officially distributes proposal documents from the Newaygo County Administration Office. Copies obtained through any other source are not considered official copies. If you have received this document from a source other than the Newaygo County Administration Office, it is recommended that you obtain an official copy.

1. PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process:

- Site Walkthrough Contact To schedule 231.689.7340
- Proposals Due Friday April 4, 2025, at 9 AM
- Proposal Opening Friday April 4, 2025, at 9:15 AM
- Ideal Project Start May 6, 2025
- Ideal Project Completion July 1, 2025

The Contractor is responsible for making any necessary site inspections to obtain information to submit their proposal. A site walkthrough is not required to bid on this project but it is highly recommended.

A complete original of the sealed proposal shall be submitted to:

NEWAYGO COUNTY CLERK

1087 E Newell Street, PO Box 885
White Cloud, MI 49349

***** PLEASE MARK YOUR ENVELOPES: PROPOSAL– Disc Golf Tee Pads**

Proposals must be received no later than Friday, April 4, 2025, at 9 AM at the above address. Proposals received after Friday, April 4, 2025, at 9 AM may not be considered. The Proposal is to be completed in a clear, concise form. Additional written material, such as professional records, certifications, etc., may be attached and submitted to augment the data.

The Contractor must initial any corrections.

Questions regarding Proposal specifications or site visits shall be e-mailed to Newaygo County Administrator Christopher Wren at chrisw@newaygocountymi.gov (subject line "RFP: Disc Golf Tee Pads Question"). Newaygo County will make every effort to provide a clear answer to interested parties; however, it makes no guarantees. Responses will be placed on the County's website at www.newaygocountymi.gov. To view items related to this

solicitation, under the “County Procurement” tab on the homepage, click “Learn More” and select the project you are interested in to download the files.

2. RESERVATION OF RIGHTS

The Newaygo County Board of Commissioners reserves the right to reject any proposals, to award the Agreement to other than the low Proposal, to award separate contracts for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities or formalities, to reject all the proposals, and in general to make award in the manner as determined to be in the Newaygo County’s best interest and its sole discretion.

3. RESPONSIVE PROPOSALS

Companies are expected to examine the requirements and all instructions. Failure to do so will be at the company’s risk. Each company shall furnish all the information requested herein. If any person/organization contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFP, they are advised to ask to have the portion in question clarified. Refer to Section 1, PROPOSAL PROCESS.

4. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued concerning this request will be on file in the Office of Administration. In addition, all changes and addenda will be posted on Newaygo County’s website. Refer to Section 1, PROPOSAL PROCESS, on how to access information on the website. The Contractor shall be responsible for making inquiries about the changes or addenda issued. All such changes or additions shall become part of the Contract, and such modifications or addenda shall bind all Contractors.

5. TAXES, TERMS, AND CONDITIONS

Newaygo County is exempt from paying federal and State Sales Taxes on most transactions. The County’s tax number is 38-6006112. Payment terms are subject to County fiscal policy and respective contracts.

6. INDEMNIFICATION AND HOLD HARMLESS

The Contractor whose Proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The Contractor shall, at his or her own expense, protect, defend, indemnify, and hold harmless Newaygo County, its elected and appointed officers, employees, and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits 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 selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The Contractor’s indemnification responsibilities shall include the sum of damages, costs, and expenses that are more than the sum paid out on behalf of or reimbursed to Newaygo County or its elected and appointed officers, employees, agents, or by the insurance coverage obtained and maintained by the selected firm according to the requirements of this RFP and the Contract entered.

7. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. A breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

8. INSURANCE REQUIREMENTS

The Contractor whose proposal is accepted must meet and agree to maintain the following insurance coverage requirements during the term of the contract. All coverages shall be with insurance companies licensed and admitted to doing business in the State of Michigan.

- A. **Workers' Compensation:** The successful company shall carry Workers' Disability Compensation and Employer's Liability Insurance Coverage, as required by law. If the successful company uses subcontractors and sub-subcontractors for the performance of services required under this Proposal, the successful company shall ensure that said subcontractors and sub-subcontractors carry Workers' Disability Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The successful company shall be responsible for ensuring all its tools, equipment, and materials which they, or any of their sub-Contractors, may use or leave at the worksite. Newaygo County shall not be responsible for any loss or damage to the successful Contractor's tools, equipment, and materials.
- C. **Commercial General Liability:** The successful company shall procure and maintain during the term of the Contract Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent if not in policy proper.
- D. **Vehicle Liability:** The successful company shall maintain Vehicle Liability Coverage and Michigan No-Fault coverage's including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit.
- E. **Additional Insured:** Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be "Additional Insured."
The County of Newaygo, all elected and appointed officials, all employees and volunteers, all boards, commissioners or authorities, and board members, including employees and volunteers.
- F. **Proof of Insurance Coverage:** The successful company shall provide the County at the time of the signing of the Agreement copies of certificates or policies for Workers' Compensation, Comprehensive General Liability, and Motor Vehicle Liability.
- G. **Insurance Renewals:** If any of the above coverage expired during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and policies to Newaygo County Administration, 1087 Newell, PO Box 885, White Cloud, MI, 49349, at least thirty (30) days before expiration. Insurance Certificate(s) may be faxed to (231) 689-7205, addressed to the Budget Manager.

H. **Notice of Cancellation:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction or Material Change shall be sent to Newaygo County Administration, 1087 E Newell St., PO Box 885, White Cloud, MI, 49349-0885.

NEWAYGO COUNTY ASSUMES THAT ALL COSTS ARE SHOWN IN THE PROPOSAL.

9. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a Contractor or authorized representative, provided their identity is made known and a receipt is signed for the Proposal, but **only** if the withdrawal is made before the stated Proposal deadline. In case of an error by the Contractor, Newaygo County may, at its discretion, reject such a proposal upon presentation of a letter by the Contractor that sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

10. AWARD

This document is a Request for Proposal. All Proposals will be evaluated by a review committee composed of representatives of, but not limited to, Newaygo County Administration, Newaygo County Park Staff, and the Board of Commissioners. The proposal will be evaluated on the following (not in any relevant order and not necessarily ranked equally):

1. Contractors' qualifications and capabilities to provide the specified service and any other factors Newaygo County may consider relevant to the implementation and maintenance of the proposed solution
2. Staff experience/qualifications
3. Past performance
4. Cost reasonableness
5. Cost competitiveness
6. References
7. Any other relevant information

Applicants should be prepared to present additional information, including supplemental documentation, and may be requested to attend interviews or public meetings before the award. The price proposed shall be considered firm and cannot be altered after receipt per the terms of this Proposal. Newaygo County reserves the right to consider Proposals for modifications at any time before a contract is awarded. Negotiations for some aspects of this project may be undertaken with the vendor whose Proposal is deemed to meet the specifications and needs of Newaygo County best. An award for this request will be made by the Newaygo County Board of Commissioners.

Newaygo County will not pay for any information herein requested, nor is it liable for any costs incurred by the Contractor. The successful company shall commence work only after the transmittal of a fully executed contract or after receiving written notification to proceed from Newaygo County. The successful company will perform all services indicated in the Proposal packet and comply with the negotiated Contract. The contents of this RFP and the successful company's response will become contractual obligations if a contract ensues. Failure of the successful company to accept these obligations may result in the cancellation of the award.

11. MINIMUM QUALIFICATIONS

Contractors shall demonstrate they have the resources and capability to perform the services as described herein. The following criteria shall be met to be eligible for this Contract. Failure to meet the minimum qualifications is ample cause for the Contractor to be deemed non-responsive:

1. The Contractor shall have at least three (3) years' experience with similar work.

2. The Contractor shall designate a single point of contact.
3. The Contractor must be able to meet all insurance requirements as outlined in Section 8, Insurance Requirements.

12. SCOPE OF SERVICES

1. The County reserves the right to modify the scope of services during the Contract. Such modification may include adding or deleting any tasks this project will encompass and any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be increases or decreases.
2. Payment terms are subject to County fiscal policy and respective contracts.
3. The successful company shall not assign the award of the Contract or any payment without the prior written approval of Newaygo County.
4. See section 14 for a detailed list of tasks required to be completed by the Contractor.

13. REQUIRED CONTENTS OF THE PROPOSAL – in the following order:

1. The enclosed Bid Form (completed by the Contractor).
2. A narrative that describes:
 - a. A brief company overview and history
 - b. The qualifications of key staff that will work on this project
 - c. A detailed plan of how your company will complete the requested project requirements
3. Attach at least three references who are familiar with similar work performed by your company
4. A Copy of Insurance
5. Copy of Workers Comp Insurance
6. The proposal should include all costs necessary to perform the work listed in section 14 – detailed scope of work. This should include all supervision, labor, material, and equipment needed.

14. DETAILED SCOPE OF WORK

Newaygo County seeks experienced contractors to install 12'x6' tee pads at its new Muskegon River Bluffs Disc Golf Course. Given feedback from the disc golf community, we are only interested in concrete, or Porous Pave (or similar product) for the tee pad material. Given accessibility challenges for some tee pad sites, we will ask for a price specific to the pads that can be accessed by a pickup truck or similar size vehicle, as well as those that cannot be reached by a vehicle. In the county's sole discretion, they may or may not decide to install those without vehicle access, as those will likely cost more.

Specs for concrete pads

- Excavate and compact subbase
 - Excavated material can be left on site and spread out on the ground in the woods, no piles should be left
- Install Base- 4" compacted Class 2 Sand and compacted subgrade
- Install Slab, 4" 4000psi concrete with medium broom finish
 - Slab slope shall be as minimal as possible but enough to promote water runoff and prevent pooling after rainstorms
 - Trip hazard prevention, the slab shall be no more than ¼ inch above the surrounding grade, the surrounding grade may be built up to raise the pad if needed to promote proper water runoff

Porous Pave (or similar Product) Pad Specs

- Excavate for base
 - Excavated material can be left on site and spread out on the ground in the woods, no piles should be left
- Install Base- #28 or #57 without fines, base to be a total of 4' after compaction is complete

- Install Porous Pave pad -, 2" pad of Porous Pave XL(or similar product) material on top of compacted base
- Short tees to be red in color, long tees to be blue in color
- Once cured, grad should be reinstalled around the pad and the pad height shall be no more than ¼" above the final grade.



Hole locations **with** vehicle access(standard size pickup)- 25 tee pads

- 2L, 2S, 3L, 3S, 4L, 4S, 5L, 5S, 6L, 6S, 7L, 7S, 8L, 8S, 9L, 9S, 10L, 10S, 15S, 16L, 16S, 17L, 17S, 18L, 18S

Hole locations **without** vehicle access- 9 tee pads

- 11L, 11S, 12L, 12S, 13L, 13S, 14L, 14S, 15L

General information

- The contractor shall be responsible for contacting MISS DIG and wait for markings to be completed before starting
- The contractor must leave and secure the jobsite in a safe condition whenever the area is unattended
- The contractor shall leave the finished jobsite in a clean manner that is aesthetically pleasing to park users
 - Any disturbed areas(areas damaged by equipment as well, will be regraded before the job will be considered complete
 - Trash, dirt and debris shall be cleaned up and removed from the property after construction is complete
- The contractor is required to secure the necessary permits and follow all applicable laws.

PROPOSAL FORM

CONTRACTOR NAME: _____

PROPOSAL FOR: **Disc Golf Tee Pads**

FORWARD PROPOSAL TO: NEWAYGO COUNTY CLERK’S OFFICE
ATTN: JASON VANDERSTELT
PO BOX 885
1087 E NEWELL STREET
WHITE CLOUD, MI. 49349

THE UNDERSIGNED AGREES TO THE PERFORMANCE OF THE WORK AS STATED IN THE SCOPE OF WORK FOR THE FOLLOWING PROPOSAL SUM (PROVIDE THE AMOUNT IN BOTH WORDS AND FIGURES: THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES).

ADDITIONALLY, THE UNDERSIGNED, HAVING EXAMINED THE SCOPE OF THE WORK, INCLUDING THE INSTRUCTIONS TO CONTRACTORS, GENERAL CONDITIONS AND GENERAL REQUIREMENTS, AND BEING FAMILIAR WITH ALL CONDITIONS AFFECTING THIS PROPOSED PROJECT, HEREBY PROPOSES TO FURNISH THE PRODUCTS AS LISTED, DELIVERY OF, AND SERVICES NECESSARY TO PERFORM AND COMPLETE THE WORK AS INDICATED FOR THIS REQUEST IN ACCORDANCE WITH THE DOCUMENTS FOR THE SUMS AND UNDER THE CONDITIONS AS FOLLOWS:

- TOTAL PROJECT COST FOR TEE PAD LOCATIONS THAT **CAN** BE ACCESSED BY VEHICLE (Not-To Exceed Amount): _____
 - Amount in words: _____
- TOTAL PROJECT COST FOR TEE PAD LOCATIONS THAT **CAN NOT** BE ACCESSED BY VEHICLE (Not-To Exceed Amount): _____
 - Amount in words: _____
- Tee Pad Material(s) you plan to use _____
- A narrative that describes:
 - A brief company overview and history
 - The qualifications of key staff that will work on this project
 - A detailed plan of how your company will complete the requested project requirements
- Attach at least three references who are familiar with similar work performed by your company.
- Attach a copy of detailed plans, specs, and costs for how the Contractor plans to design and complete the requested work.

PROPOSAL EXECUTION

1. THE UNDERSIGNED AFFIRMS THAT THE PROPOSAL WAS DEVELOPED WITHOUT ANY COLLUSION, UNDERTAKING, OR AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, WITH ANY OTHER CONTRACTOR OR CONTRACTORS TO MAINTAIN THE PRICES OF THE INDICATED WORK OR PREVENT ANY OTHER CONTRACTOR OR CONTRACTORS FROM PROPOSING THE WORK.
 2. IT IS AGREED THAT THIS PROPOSAL WILL NOT BE WITHDRAWN FOR A PERIOD OF 60 DAYS AFTER THE INDICATED DATE FOR THE RECEIPT OF PROPOSALS.
 3. **PLEASE PROVIDE A COPY OF INSURANCE AND A COPY OF WORKMAN’S COMPENSATION.**
 4. PLEASE FILL IN THE ATTACHED SHEET WITH YOUR DETAILED PRICING BREAKDOWN.
 5. THE FINAL CONTRACT MUST BE SIGNED BEFORE SERVICES CAN BE PROVIDED.
 6. **ALL WORK, INSPECTIONS, AND PERMITTING ARE TO BE COMPLETED NO LATER July 1, 2025**
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CONTRACTORS FIRM NAME _____

CONTRACTORS ADDRESS _____

CONTRACTORS EMAIL _____

TELEPHONE NUMBER _____

BY _____

NAME AND TITLE _____

SIGNED THIS _____ DAY OF _____, 20_____