



City of Kentwood, Michigan Request for Proposals

Project No.: 19-005-449

Project Name: Design Services - City Hall Improvements

Date of Specifications: October 24, 2018

Proposals Due: Friday, November 9, 2018 at 10:00 AM (EST)

The City of Kentwood, Michigan (the “City”) is seeking proposals for the following:

Design Services for City Hall Improvements

IMPORTANT: All firms (the “Firms”) intending to submit a proposal must keep informed of any addenda for this Request for Proposals (the “RFP”). IT IS THE FIRM’S RESPONSIBILITY TO DO SO. Any RFP addenda, or related information, will be faxed or emailed to Firms who complete and submit to the City’s Purchasing Services the FIRM’S CONTACT INFORMATION attachment on page 17 of this RFP.

I. Background

The City issues this RFP to seek proposals from qualified architectural/engineering firms to provide design and engineering services in support of various construction and renovation improvements to Kentwood City Hall located at **4900 Breton Avenue SE, Kentwood, MI 49508** (the “Site”). This project (the “Project”) will include but is not limited to design services for the potential movement of walls, addition and reconstruction of offices and common areas, addition of a restroom, an addition (or retrofit) of showers, and other associated work.

City Hall was opened in 1981 and a comprehensive renovation was completed in 2004. No other significant work has occurred since that time. Only cosmetic improvements and minor maintenance have been completed over the last 14 years. A recent re-evaluation of the City’s operating needs has resulted in the identification of a number of potential changes and enhancements (see **Section III.**) that would allow greater efficiencies for staff.

City Hall as-built drawings will be made available for download at dropbox.com after Firms have submitted their Firm’s Contact Information (page 17 of this RFP).

II. General Scope of the Services

The City intends to award a contract to the firm that will provide the best architectural design services (the “Services”) to the City based upon cost considerations, experience, and overall capability (the “Consultant”).

Design the Improvements/Renovations

Services proposed are to include, as needed, professionals in architectural design, code review, structural, mechanical, plumbing, electrical, low voltage (including security,



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telephone and internet access), fire alarm and fire protection, and other services that may be identified during the course of the Project.

Upon execution of a contract (the “Agreement”), the Consultant shall:

- Design, in collaboration with City staff, the renovation and improvement of City Hall to achieve the City’s objectives (see **Section III.** below) while establishing that such objectives are feasible and determining the best design/use of current and potential (if to add to current) space.
- Provide conceptual drawings, final design drawings, value engineering services, and construction cost estimates which will be used in determining an estimated total price for the Project.
- Continually collaborate with the City to estimate the impact of design decisions on the cost of the project work to be performed (the “Work”).
- Provide professional advice regarding the phasing of the Work at the most economical cost, with minimal disruption to daily operation and with minimal inconvenience to the public. The Work shall be staged to limit its impact on City staff and surrounding areas; City staff intend to occupy and remain in business during the renovation.
- Provide a project plan that will maximize not just the construction dollars, but also the operating and maintenance costs that will follow the Project.
- Prepare detailed, clear and complete construction drawings, plans, specifications and bidding documents of the Work for City solicitation of competitive construction bids from General Contractors.
- Provide other services customarily furnished by a Consultant and its sub-consultants on similar projects.

Anticipated Timing

- City Commission Award of Project design services to selected Consultant – November 21st
- Consultant development of design, estimated project cost, and provision of specifications and construction documents that meet the expectations of City staff for a formal bidding process – November 27th - December 21st
- City Request for Proposals for construction of the Project advertised and out to bidders – January 2nd
- It is the City’s goal to award to a General Contractor by February 6th and achieve Project completion by March 31, 2019.

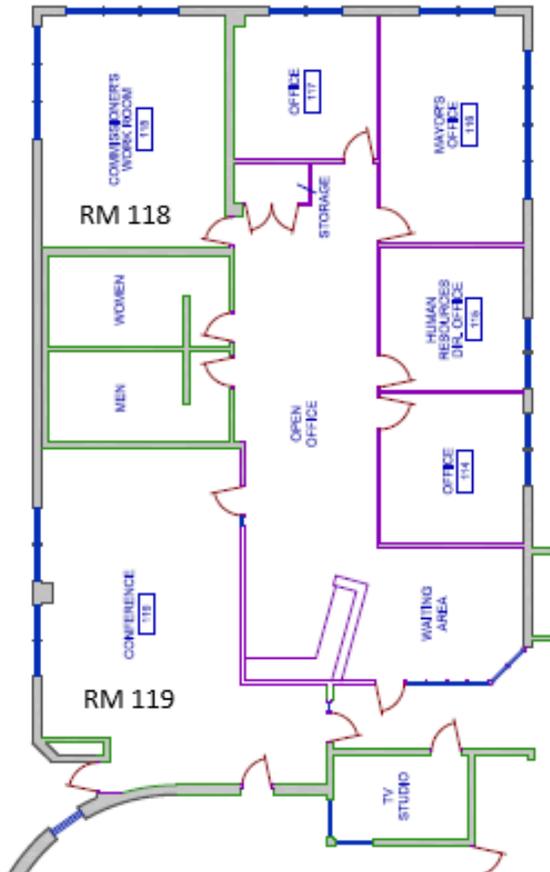


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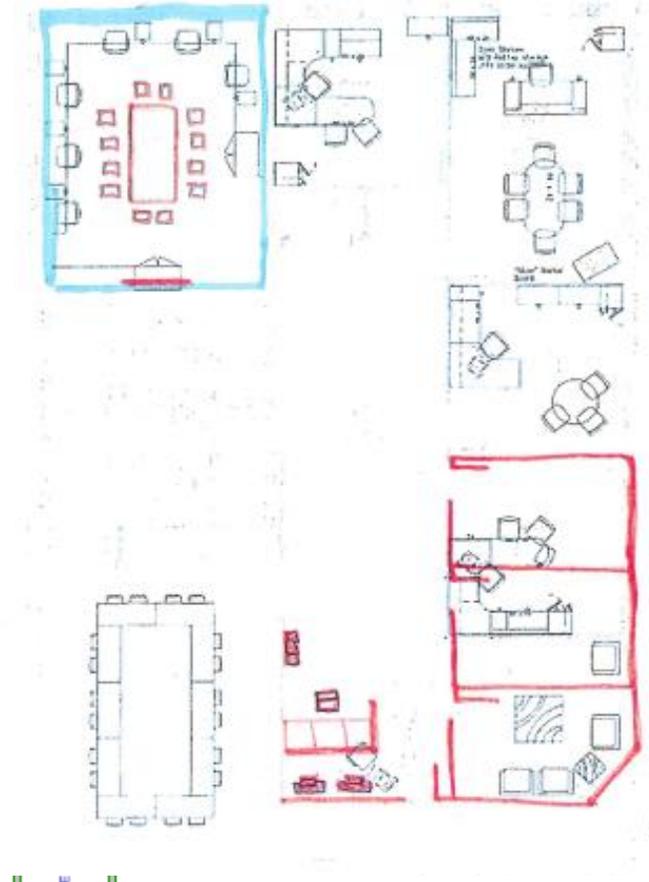
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City Hall First Floor Plan



City's Basic Concept Drawing - for some of the Objectives (Items 2. and 3. below)

III. Specific Objectives of the Design

The following are desired improvements that have been identified by the City and which shall be addressed as part of this design project. Potential City Hall improvements (some of these objectives may be constructed in the future, as budgets allow) shall include but are not limited to the following:

1. Add Two Enclosed Human Resources Offices

Development of an optimal design (see the City's Basic Concept Drawing above) for the space which may include:

- Recommendation for the office spaces including the style and placement of furniture (any new or replacement furniture will be purchased as a separate project)
- Elimination of the waiting area



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- Elimination of the reception area. Current reception panic button to be moved to one of the HR offices (TBD).
- Approximately 140 sq. ft. for each of the three HR offices (see the City’s Basic Concept Drawing)
- Movement and/or addition of walls
- Addition of office glass looking out to hall near current reception area – much of the current waiting area glass will be eliminated with the addition of the HR office
- Addition of sound-proofing to all walls in HR offices
- Addition of keyed entry (as well as proximity card access) for all HR offices
- Relocation of the current thermostat to a convenient shared location
- Frosting of side light glass for privacy in each HR office
- Determine additional network communication drops where needed
- Matching of wall colors and carpet to current HR offices
- Replacement of blinds

2. Re-Design Common Space for West Wing Offices

Design an effective common space for the network printer/copier machine to be utilized by the Mayor and Human Resources staff.

- This may or may not be incorporated into the current Large Conference Room space and shall be evaluated
- Current network communication drops to remain for potential future use
- Add new paint colors to open areas (like Kentwood Library)

3. Add Employee Shower(s)

- Evaluate opportunities for the addition of showers in the lower level Men’s and Women’s restrooms of City Hall, added to the Men’s and Women’s restrooms in the west wing space, or of a single shower in its own designated area on either floor. The anticipated need is for the addition of a single shower - or one for use by men and one for use by women in a feasible location.

4. Add a Public Unisex Restroom

- Creation of a public unisex restroom somewhere on the main floor of City Hall
- Options may include the movement and/or addition of walls



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5. Create New Lower Level Internal Access Point

- Structurally evaluate new internal access point to an enclosed area within the City Hall footprint to allow for long term maintenance of known ground water issues.

IV. General Specifications of the Services (“Specifications”): The Consultant shall assume all responsibilities hereunder in accordance with the following specifications, terms, and conditions:

1. Consultant shall possess a minimum of the following capabilities:

- a. The required number and types of professional disciplines, and licensed and/or certified personnel;
 - b. Adequate experience and qualifications within both the organization and the personnel to be assigned to the Project;
 - c. Adequate local presence and availability of personnel and resources to complete the Project in a timely manner;
 - d. Sufficient organizational and financial resources;
 - e. Proven relationships with other organizations and/or personnel; and
 - f. Demonstrated evidence of customer satisfaction with services of a similar size and scope.
2. Consultant shall be responsible for performing all reasonable and customary actions, including conventions of the trade, which are required to accomplish the Services in accordance with the Agreement.
 3. Consultant shall not replace key personnel assigned to the Project once the project has begun without first obtaining permission from the City.
 4. Consultant shall not retain any sub-consultant for which the City has a reasonable and timely objection.

V. Terms & Conditions of the Services: In the event that the City enters into an Agreement, the following terms and conditions shall apply:

1. **Contract:** Upon award of any contract resulting from this RFP, the City intends to execute an agreement between the City and the Consultant (the “Agreement”), which sets forth the terms, conditions, and specifications of the Services. All Services performed hereunder by the Consultant shall be in accordance with the contract documents (the “Contract Documents”).



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- 2. Leadership:** The chosen consultant shall establish an in-house contact person (the “Project Leader”) for the City. The City expects the Project Leader to be readily available to City staff at all times. The Consultant shall not change the Project Leader during the Project without first obtaining approval of the City.
- 3. Pre-Design Meeting:** Prior to commencement of the Services, representatives of the City and the Consultant – including its Project Leader to be assigned as responsible for all aspects of the Project – shall hold meetings. The plan of operations and the schedule for the Services shall be reviewed and agreed upon.

Preparation and dissemination of meeting minutes for all design meetings shall be the responsibility of the Consultant.

- 4. Designated Representatives and Authority:** The City will appoint its designated representative and Project Manager (the “City’s Project Manager”), with authority and responsibility for ordering such Services as shall have been authorized by the Agreement and for providing directions to the Consultant.
- 5. Schedule of the Services:** A mutually agreeable time schedule for completion of the Services (“Schedule of Services”) shall be as agreed upon between the Consultant and the City’s Project Manager prior to commencement of the Services by the Consultant. Changes to the Schedule of Services may be mutually agreed upon between the Consultant and the City’s Project Manager at any time during the Consultant’s performance of the Services.
- 6. Changes to the Services:** If, during the course of the Services, it becomes necessary to change the scope of the Services, the schedule of the Services, and/or the Contract Amount, the parties shall execute a written order of the change (the “Change Order”) which shall define the changes and shall be signed by the City’s Project Manager and Purchasing Agent or their representative(s) and by authorized representatives of the Consultant. Provided, however, that no Change Order may increase the Contract Amount to exceed the amount authorized by the administration of the City.

In the event that such Change Orders constitute a substantial change in the scope of the Services and/or a change in the Contract Amount, they shall be documented in an Amendment to the Agreement as provided in **Item 21** (on page 10 of this RFP).

- 7. Independent Contractor:** Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Contractor, on behalf of itself, its employees, personnel, agents and subcontractors, agrees and acknowledges:
 - Its relationship to the City (including for purposes of this Section the City’s officers and employees) is that of an independent contractor. Contractor is in no way an employee or agent of the City and has no authority to assume or create any obligations on behalf of the City.



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- It shall be responsible for its own costs and expenses incurred in operating its business.
 - That the City shall not exercise control over the details of the service activities and operations of the Contractor, its employees, personnel, agents or subcontractors (except as otherwise provided herein) and the Contractor shall have the right to hire its own employees and subcontractors in an effort to assist it in performing the scope of services provided for in this Agreement.
 - That the City shall not be obligated to make any payments or take any other action pursuant to any Federal, state or local law dealing with the obligations of an employer to its employee with respect to the Contractor, its employees, personnel, agents or subcontractors. Contractor shall comply with all applicable laws imposed upon an employer dealing with income and social security tax payments and with unemployment and workers' compensation insurance, as well as other employee-related withholding, payment, and reporting requirements.
 - That it is the parties' express understanding that any and all employees, agents, officers and/or subcontractors of the Contractor are not, and shall not be construed as employees, agents, officers and/or subcontractors of the City and that neither party has any authority to enter into any agreement of any kind on behalf of the other party.
- 8. Subcontractors:** Contractor shall not sub-let or assign any portion of the Agreement to result from this RFP without the prior written approval of the City's Project Manager and a representative of the City's Purchasing Services. A list of all proposed subcontractors shall be submitted with Contractor's proposal in response to this RFP (see **Section VI., Item 4.g.** on page 13 of this RFP regarding required certificates of insurance for each of its subcontractors). Such consent shall not relieve the Contractor from full responsibility for the performance of any contract to result from this RFP.

Contractor shall be solely responsible for the management of the Subcontractors in the performance of their work. Contractor shall provide for assignment of subcontract agreements in the event that the City terminates this Agreement for cause as provided herein. Following such termination, the City shall notify in writing those subcontractors whose assignments will be accepted, subject to the rights of sureties. Contractor agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Services.

- 9. Unexpected Conditions:** If concealed or unknown physical conditions are encountered at the Site that differs materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, and which could not reasonably have been known by Contractor at the time of this Agreement, and provided that Contractor provides to the City prompt written notice detailing such conditions, then the Schedule of Work



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shall be subject to adjustment, as mutually agreed to in a Change Order between the City and Contractor.

- 10. Time of the Essence:** Time limits stated in the Contract Documents are expressly of the essence of this Agreement.
- 11. Insurance:** Consultant shall maintain insurance in effect throughout the Services as required in the City’s “**Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities**” which follows this RFP (pages 1-3), with the City as an Additional Named Insured.
- 12. Contract Amount:** It is agreed between the City and the Consultant that in consideration for Consultant’s full and complete performance hereunder, the City shall pay to Consultant unit rates as detailed in Consultant’s submittal (“Consultant’s Proposal”) and at a total lump sum price not-to-exceed the amount proposed (hereinafter referred to as the “Contract Amount”) for the Services, as proposed by Consultant and as accepted by the City. The final Contract Amount shall be based upon actual services performed, as approved by the City’s Project Manager.
- 13. Payment:** Consultant shall submit detailed, itemized invoices to the City not more than monthly and the City shall pay the invoice Net 30 days upon approval of the invoice by the City’s Project Manager, said approval not to be unreasonably delayed.
- 14. Contractor Warranties and Representations:** Contractor represents and warrants that:
 - a. Suitability of Site.** Before commencing any portion of the Work, Contractor will have examined the general condition of the Site and have determined that they are suitable for the Work as contemplated by this Agreement. Any extra costs incurred or required to be incurred due to the unsuitability of the Site will be borne by Contractor, if such unsuitability could reasonably have been discovered by Contractor prior to its commencing the Work.
 - b. Laws, Ordinances and Regulations.** The Services, and all materials, parts or products which become a part of the Project, shall meet and comply with all applicable laws, ordinances, and regulations.
- 15. Term:** This Agreement shall run until completion of the Services by Consultant and the payment of the Contract Amount to the Consultant, unless otherwise terminated by the Consultant and/or the City upon 5 days’ written notice to the other party, provided however, that the benefits to either party hereto afforded by the terms and conditions of this Agreement shall inure to each party in perpetuity, including surviving any termination of this Agreement by either party.
- 16. Performance Requirements:** Consultant will perform all Services under this Agreement in a timely and professional manner, using the customary level of care suitable for the Services performed and in compliance with all applicable laws, rules and



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regulations. All Services performed under this Agreement are subject to the City's continuing rights of review, inspection, and approval.

17. Indemnity: Contractor agrees to indemnify, defend (with counsel of the City's choosing) and hold harmless the City and its officers, employees, agents, principals, successors and assigns from and against any and all claims, demands, suits, actions, liabilities, damages, debts, losses, fines, penalties, costs and expenses (including attorney's fees) ("Indemnified Losses") now existing or hereafter arising out of or in any way relating to the actions or omissions of the Contractor, including Contractor's agents, representatives and subcontractors, in connection with this Agreement. Contractor's obligation of indemnity shall not be limited or extinguished by the availability of insurance coverage for the Indemnified Losses, it being the intention of the parties that: (1) Contractor will indemnify the City to the broadest extent possible; and (2) the City need not seek coverage for Indemnified Losses under any insurance policy or self-insurance that the City maintains. Further, nothing in this Section shall be construed to limit or extinguish Contractor's obligation to maintain insurance as provided in this Agreement. If the City receives payment from Contractor's insurance for Indemnified Losses, Contractor shall nevertheless remain liable for the Indemnified Losses in the event the payment received by the City is less than the amount of such Indemnified Losses. Contractor's obligations pursuant to this Section shall survive any expiration or termination of this Agreement.

18. Termination – Default by Contractor: If Contractor commits any of the acts specified in this Section, the City may, by giving 5 days' notice in writing thereof to Contractor, without prejudice to any other rights or remedies given the City by law or by this Agreement, terminate the services of Contractor under this Agreement and complete the Work for the Project by whatever method the City may deem expedient. Contractor shall be deemed to have committed an act specified in this Section if it shall:

- File a voluntary petition, or be the subject of an involuntary petition filed by its creditors, under any chapter of the Bankruptcy Code of the United States;
- Make a general assignment for the benefit of its creditors;
- Refuse or fail to supply enough properly skilled workers or proper materials to complete the Work for the Project by the Completion Date;
- Fail to make prompt payment to subcontractors, laborers, or suppliers for labor performed on or materials furnished to the Project;
- Persistently disregard any law or ordinance relating to the Project or the completion thereof;
- Fail to maintain in force and effect the insurances called for herein; or
- Otherwise commit a material or substantial violation of any provision of this Agreement.



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Should this Agreement be terminated as a result of the Contractor’s default for reason(s) specified in this Section, the City shall be entitled to complete the Services for the Project and Contractor shall not receive any further payment pending the satisfactory completion of the Project. If the expenses incurred by the City in completing the Project, including any compensation paid by the City for managerial, administrative or supervisor services in completing the Work for the Project, exceed the unpaid balance of the Contract Sum, then such excess shall be promptly paid by Contractor to the City.

Should this Agreement be terminated as a result of the Contractor’s default for reason(s) specified in this Section, the City shall pay for all work completed by the Contractor as of the date of termination which has been accepted by the City’s Project Manager.

- 19. Default by the City:** Extension of time shall be Contractor’s sole remedy for any delay unless the same shall have been caused by acts constituting intentional interference by the City with Contractor’s performance of the Services and/or the Work where such acts continue after Contractor’s written notice to the City of such interference. The City’s exercise of any of its remedies of suspension of the Services and/or the Work or requirement of correction or re-execution of any defective Work shall not under any circumstances be construed as intentional interference with Contractor’s performance of the Work.
- 20. Assignment:** Consultant shall not assign, sublet, or transfer an interest in this Agreement or any of the Contract Documents without the prior written consent of the City.
- 21. Amendments:** No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing and signed as provided herein. Such Change Orders are the exclusive method for effecting any change to the Specifications, Contract Amount or Schedule of the Services. Any other change to the terms and conditions of the Agreement shall be set forth in writing as an amendment to the Agreement, and shall be signed by designated representatives of the parties. On behalf of the City, only Mayor Stephen C.N. Kopley and/or his designated successor or appointee shall have the authority to execute any amendment to the Agreement. Contractor understands and agrees that the terms, conditions, Specifications, Schedule of the Services, and/or the Contract Amount cannot be changed by implication, oral agreements, actions, inactions, course of conduct, or constructive change order.
- 22. Governing Law and Remedies:** Any contract to result from this RFP shall be executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Michigan. The parties agree that the sole jurisdiction and venue for any action brought pursuant to or to enforce this agreement shall be in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedies to which that party is entitled at law or in equity, be entitled to recover its actual costs to bring, maintain or defend any such action, including without



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limitation, actual reasonable expert witness fees, discovery costs, attorneys fees and other legal expenses, from its first accrual or notice thereof through any appellate and collection proceedings.

- 23. Attorney Fees:** The defaulting party must pay the non-defaulting parties' fees, costs and expenses, including reasonable attorney's fees, for enforcement of this Agreement through appeals and collection.
- 24. Waiver:** The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.
- 25. Severability:** It is the intent of the parties to this Agreement that this Agreement be enforceable to the fullest extent permitted by law. If, however, any provision or portion thereof of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the balance of this Agreement and/or the surviving portion(s) of any provisions hereof will remain binding and enforceable in accordance with its terms and conditions and any provision held invalid or unenforceable will immediately be revised and amended to the minimum extent necessary in order for it to be valid and legally enforceable, consistent with the original intent of this Agreement.
- 26. Mutually Drafted:** The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be constructed neither against nor in favor of either party, but shall be construed in a neutral manner.
- 27.** The City reserves the right, at its sole discretion, to include other relevant terms, conditions and specifications in any contract resulting from this RFP.
- 28.** Final acceptance of the Services will be the sole responsibility and authority of the City's Project Manager.

VI. Terms & Conditions of the Request for Proposals: Firms are cautioned to comply with all of the following requirements in submitting a proposal in response to this RFP:

1. Proposals must be submitted in a sealed envelope clearly marked on the outside, "**Proposal for Design Services for City Hall Improvements**" and shall also clearly show the name of the submitter.

FAILURE TO SO MARK THE OUTSIDE OF THE EXTERIOR-MOST ENVELOPE MAY, AT THE SOLE DISCRETION OF THE CITY OF KENTWOOD PURCHASING DEPARTMENT, RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND NOT BEING CONSIDERED.

2. **The Proposals must be delivered to:**



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Carla A. Kane, Buyer
City of Kentwood

at either of the following addresses:

Mailing Address:

P.O. Box 8848
Kentwood, MI 49518-8848

Delivery Address:

4900 Breton Ave. SE
Kentwood, MI 49508

NOTE: Expedited packages *cannot* be sent to the City’s PO Box. They must be mailed to the street address.

3. Proposals must reach the Buyer not later than **10:00 AM (EST) on November 9, 2018**. Proposals will be publicly opened and read aloud at that time. Proposals received after that date and time will not be opened or considered.
4. **Proposals submitted must include:**
 - a. **Proposal Form** (page 16 of this RFP), completed and executed by an authorized officer or agent of the proposing firm.
 - Firms must provide sufficient information to assist the City in understanding the basis for the proposed fee(s). If necessary, please attach a narrative explanation.
 - b. **Fee Schedule of Hourly Rates.** A detailed breakdown of the tasks, hours, personnel categories, and standard rate tables, including overhead factors, proposed for the Project. Rates are to be used for additional services for each function that may be required for the Project when approved in advance by the City’s Project Manager.
 - c. **Statement** indicating that all costs for the Services have been included within the “Not-to-Exceed” amount (or state which fees are not included).
 - d. **Cover Letter** describing the Firm, including the name and address of the firm submitting the proposal, and the name, address and contact information of the person who will serve as the Firm’s principal contact with the City, and who is authorized to make representations on behalf of the Firm.
 - e. **Qualifications of Firm’s Key Personnel.** Firm must demonstrate individual employees’ abilities to undertake the proposed scope of services defined herein. Please include the following:
 - Resumes for any/all potential personnel which may be assigned to this Project. Resumes should include relevant experience and qualifications, education, professional credentials, and period of service with the firm.
 - Identification of the role(s) that the key personnel will play in this Project.
 - An organizational chart highlighting the key personnel proposed.



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- f. **References:** A minimum of three recent client references (with names and contact information) who have utilized the Firm for renovation projects of similar scope and nature should be provided along with:
- A short summary of the project – before and after pictures are recommended
 - Identification of the key personnel involved in the project
 - The total cost of the project
- g. **Sub-consultants:** A list of any proposed **sub-consultants** to be used in the performance of the Services, identifying the portion of the Services to be performed by each, and providing for each proposed sub-consultant evidence of their experience in the portion of Services to be performed and the names and contact information for at least three previous customers that can provide a **reference** as to the proposed sub-consultant’s ability to perform their proposed portion of the Services.
- h. **A detailed description** of the process your Firm will follow from schematic approval through approval of the final design and the development of the construction documents.
- i. **Proof of Insurance:** Firm shall provide the City with evidence of insurance coverage (as specified in **Item 11** on page 8 of this RFP).
- j. If Firm is not proposing exactly to the Specifications, terms, and conditions of this RFP, the Firm shall supply, on a separate page labeled, “**Exceptions, Omissions, Substitutions and/or Recommendations**”, information about any item (services) in the Specifications as described herein which the Firm has identified as non-compliant:
- i. Proposed component that is not exactly as listed in the Specifications, or that is proposed to be substituted for the items listed in the Specifications of this RFP;
 - ii. Item included in the Specifications that is not included in Firm’s proposed price;
 - iii. Proposed exceptions to the Specifications, terms, and conditions contained in this RFP; or
 - iv. Alternates to specified services as proposed by the Firm.
5. In addition to the hard copy submittal to the office, Firms shall email a PDF version of their proposal submittal to Carla Kane at kanec@kentwood.us at any time after the due time of the proposals.
6. Firms are hereby notified that their proposal, once opened, becomes a public document that is the property of the City of Kentwood, and, as such, may be subject to public disclosure under the Freedom of Information Act.
7. No exceptions to submitted rates will be allowed for errors or potential problems not identified in the Firm’s proposal.



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8. Submission of proposal will be construed as a conclusive presumption that the Firm is thoroughly familiar with the proposal requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.
9. Prices quoted by Firms must remain open to acceptance by the City without change for not less than 90 calendar days from the due date of proposals (February 9, 2019).
10. The City reserves the right, at its sole discretion, to determine the prospective Firm's financial ability to perform the proposed services, prior to selection of the Consultant.
11. The City reserves the right to award any Services as deemed to be in the City's best interest.
12. For further information about the Services, this RFP or the bidding process, please contact **Ms. Carla Kane, Buyer, City of Kentwood, at (616) 554-0772, via facsimile at (616) 656-5288, or via Email at kanec@kentwood.us.**
13. A procedure for addressing questions which Firms may wish to ask of the City has been established as follows:
 - a. Questions must be sent via facsimile (616-656-5288) or email to kanec@kentwood.us. The "Subject" line is to read, "QUESTION RE: CITY OF KENTWOOD RFP 19-005-449".
 - b. The body of the facsimile or email should contain the question for which an answer is sought and the contact information for the person and company submitting the question.
 - c. Questions must be submitted **prior to 2:00 PM (EST) on Monday, November 5, 2018**; any questions submitted after that date and time will not be considered.
 - d. The City will respond to all questions by sending an email to all Registered Firms containing the question (or an edited version of the question, if necessary to protect the identity of the Firm submitting the question) and the City's answer to the question.
14. **Evaluation of Proposals:**
 - a. A selection committee comprised of City staff members will evaluate all proposals submitted in order to prepare a recommendation to the City Commission. Oral interviews may be requested, at the City's sole discretion, to assist in the evaluation of proposals.
 - b. Firms which are invited to interview will be selected on the basis of qualifications such as staff expertise and longevity, experience with similar projects, demonstrated timeliness in meeting deadlines, responsiveness to client needs, and competitiveness of proposed fees, as determined in the best interests of the City.



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Project №.: 19-005-449

Project Name: Design Services – City Hall Improvements

Date of Specifications: October 24, 2018

- c. The City intends to award a contract to the firm that will provide the best services to the City inclusive of cost considerations, experience, and overall capability. As with all professional services, the City reserves the right to select a firm at other than the lowest total cost if, in the sole discretion of the City, such selection would best serve the interests of the City and the public good.
- 15. The City reserves the right to accept or reject any and/or all proposals, to waive any formalities or any irregularities in proposals received, and to award (or not to award at all) the contract in any manner deemed to be in the best interests of the City.
- 16. The City reserves the right to request additional information and/or clarifications from any or all Firms responding to this RFP as part of the City’s evaluation of proposals received and in an effort to determine which Firm could best meet the City’s needs.



Proposal Form

Request for Proposals
Project N^o.: 19-0057-449
Project Name: Design Services – City Hall Improvements

I/We hereby offer to provide design services for the City Hall improvements in complete accordance with the specifications, terms, and conditions of City of Kentwood Request for Proposals No. 19-005-449, dated October 24, 2018, for the following lump sum price:

I. Total Not-to-Exceed Price for provision of the Services

(Design Services, Project Cost Estimate and Construction Bidding Documents):

\$ _____

- I/We attest that the City’s proposed schedule (“Anticipated Timing” on page 2 of this RFP) for the Services is reasonable and can be met.

This proposal acknowledges the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Check one:

- I/We attest that the proposal submitted as a result of this RFP conforms exactly to the Specifications, terms and conditions of this RFP.
- I/We attest that the proposal submitted as a result of this RFP does not conform exactly to the Specifications, terms and conditions of this RFP, and I have submitted a separate page labeled, “Exceptions, Omissions,...” (see **Item 4.j.** on page 13 of the RFP).

Submitted by: _____
Printed Name of Company

Signed by: _____
Printed Name of Individual

Its: _____
Title

Signature Date: _____

Proposal Response

Proposal Response

Proposal Response



Request for Proposals

Request for Proposals

Request for Proposals

**City of Kentwood, Michigan
Request for Proposals**

Project No.: 19-005-449

Project Name: Design Services – City Hall Improvements

Date of Specifications: October 24, 2018

Firm's Contact Information

Name of Submitting Organization: _____

Contact Information: During the RFP process, please contact the following individual(s):

Primary Contact

Alternate Contact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Office Phone: _____

Office Phone: _____

Fax: _____

Fax: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

**City of Kentwood, Michigan – Statement of Insurance Requirements
for Vendors, Engineers, Contractors, Consultants, and Other Entities**

Effective February 1, 2009

Page 1 of 3

Notice. For purposes of this document, the term “Vendor” is used throughout. Whenever this document shall be incorporated by reference as a contract document within a contractual relationship established by the City of Kentwood, “Vendor” as used in this document shall be interpreted to mean the term (e.g., “Vendor”, “Engineer”, “Contractor”, “Consultant”, etc.) used within that contractual document to refer to the person or entity providing goods or services to the City of Kentwood (hereinafter, the “City”) as a result of that contract document.

Section A. Required Insurance Coverage.

1. **Automobile Insurance.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, Michigan “no-fault” coverage and residual comprehensive motor vehicle liability insurance. This insurance shall protect Vendor and the City against all claims for personal and bodily injuries to members of the public and damage to property of others arising from the ownership, maintenance, loading or unloading, or use of any motor vehicles, including owned, non-owned, and hired vehicles.

The liability limits shall not be less than:

- (a) Michigan Automobile Insurance Reparation Benefits (No-Fault) – statutory limits to apply;
 - (b) Five Hundred Thousand Dollars (\$500,000.00) per person/One Million Dollars (\$1,000,000.00) per accident bodily injury; and
 - (c) Five Hundred Thousand Dollars (\$500,000.00) per occurrence property damage; or
 - (d) A combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
2. **Workers’ Compensation.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, workers’ compensation insurance meeting Michigan statutory requirements and employer’s liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident or disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease.
 3. **Comprehensive (Commercial) General Liability.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, comprehensive general liability insurance, written in comprehensive occurrence form and protecting Vendor and the City against all claims for personal and bodily injuries to members of the public, damage to City premises and equipment, property of others, and products and completed operations arising from any act or omission of Vendor, its officers, employees, agents, and representatives.

The liability limits shall not be less than:

- (a) One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) general aggregate;

**City of Kentwood, Michigan – Statement of Insurance Requirements
for Vendors, Engineers, Contractors, Consultants, and Other Entities**

Effective February 1, 2009

Page 2 of 3

- (b) Two Million Dollars (\$2,000,000.00) aggregate for products and completed operations; and
 - (c) One Million Dollars (\$1,000,000.00) for personal and advertising injury.
4. **Professional Liability.** To the extent that services provided to the City include professional services (e.g., architectural, engineering, or the like), Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, insurance covering acts, errors, or omissions of a professional nature committed or alleged to have been committed by Vendor and/or any subcontractor as a part of its performance under its contract with the City. Coverage shall be effective upon the date of Vendor's contract with the City and shall remain effective for a period of not less than three years after the date of final payment hereunder, and shall include all prior acts related to Vendor's performance of services for or on behalf of the City. Insurance thus provided shall provide coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate.

Section B: Notice of Claims.

1. **Notice of Claims.** Vendor and the City shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim against either of them, and shall cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to any contract between Vendor and the City.

Section C: General Insurance Requirements.

Each insurance policy required by the terms of this Statement of Insurance Requirements shall comply with the provisions of this Section.

1. It shall be the responsibility of Vendor to maintain adequate insurance coverage at all times, regardless of the City's acceptance of Vendor's insurance. Failure of Vendor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
2. Each insurance policy required by the terms of Sections A.1. and A.3. of this Statement of Insurance Requirements shall name the "City of Kentwood, a municipal corporation of the state of Michigan and all associated, affiliated, allied and subsidiary entities of City, now existing or hereafter created, and their respective officers, boards, commissions, councils, employees, agents and vendors, as their respective interests may appear" as additional insureds (herein referred to as the "Additional Insureds") providing coverage for the Additional Insureds to the same extent as provided to Vendor. Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, substantially as follows: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

In addition, each insurance policy shall include a severability of interest endorsement covering all named insureds individually and collectively.

**City of Kentwood, Michigan – Statement of Insurance Requirements
for Vendors, Engineers, Contractors, Consultants, and Other Entities**

Effective February 1, 2009

Page 3 of 3

3. Vendor shall file with the City certificates of insurance, subject to the approval of the City Attorney. Each certificate shall state that thirty (30) days' advance written notice will be given to the City before any material modification, cancellation, or expiration of any policy covered thereby, including without limit cancellation for failure to pay premiums. Notice of policy material modification, cancellation, or expiration to the City shall be made by certified mail to:

City of Kentwood, Michigan
Purchasing Department
4900 Breton Avenue
Kentwood, Michigan 49508

The City may require Vendor to file with the City certified copies of the insurance policies required hereunder. All certificates shall list any exclusions which are non-standard within the industry as they appear on the policy.

4. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the state of Michigan or surplus line carriers listed in the State of Michigan Insurance Commissioner's approved list of surplus lines companies qualified to do business in the state of Michigan. All insurance carriers and surplus line carriers shall be rated "A" or better by A.M. Best Company.
5. As between City and/or Additional Insureds and Vendor, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by Vendor pursuant to this Contract shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to City and/or Additional Insureds on any given claim or matter. The term "policy of insurance" as applied to City/Additional Insureds shall include any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of, City/Additional Insureds, from any source, and includes any self-insured retention or deductible by, for or on behalf of City/Additional Insureds.

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