



City of Kentwood, Michigan Request for Proposals

Project No.: 19-015-691
Project Name: Old Farm Park Restroom Building
Date of Specifications: January 7, 2019
Proposals Due: Tuesday, January 22, 2019 at 10:15 AM (EST)

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

Old Farm Park Restroom Building

IMPORTANT: All Bidders intending to submit a proposal must keep informed of any addenda for this Request for Proposals (the “RFP”). IT IS THE BIDDERS RESPONSIBILITY TO DO SO. Any RFP addenda, or related information, will be distributed to Bidders who purchase a bid set from M.C. Smith Associates and Architectural Group, Inc (see Notice to Bidders – Invitation to Bid for details), available through the various plan rooms, or by contacting Carla Kane at the City directly.

I. General Description and Scope of the Work

The City issues this RFP to seek proposals from qualified contractors (the “Bidders”) for the installation of a restroom building with associated utilities and concrete and bituminous paving (the “Work”) at the City’s park property located at **2350 Embro Drive, SE, Kentwood, MI 49508** (the “Site”).

The original restroom structure was demolished in the fall of 2017 and a replacement is needed.

The Scope of the Work generally involves the following items listed below (herein referred to as the “Project”) and shall include all other work as called out in the plans and specifications (as defined on page 3 of this RFP).

A. The park restroom building scope shall include but is not limited to the following:

- Site preparation and grading
- Construction of a new restroom building
- Installation of utilities
- Installation of a modular retaining wall
- Installation of rolled planter curb
- Provision and installation of site amenities
- Landscaping, including sod, seeding, and deciduous trees



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The City's landscape architect, M.C. Smith Associates and Architectural Group, Inc. (the "Landscape Architect"), has provided a rendering of the site including all master plan items, existing and future, as shown below. The restroom exterior is also pictured below.



**OLD FARM PARK - MASTER PLAN PLAN
PARKS MASTER PLANS
CITY OF KENTWOOD, MICHIGAN**





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The City intends to award a contract to the Bidder that will provide the Work based upon cost considerations, experience, and overall capability (the “Contractor”). The City reserves the right to select a contractor 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.

II. Plans and Specifications

The plans and specifications (hereinafter, the “Specifications”) for the Work for which proposals are sought are as presented in the following documents which must be obtained from the Landscape Architect as indicated in the Notice to Bidders – Invitation to Bid:

- Landscape Architect’s, “Bid Proposal and Specifications for Old Farm Park Restroom Building for the City of Kentwood”, dated January 7, 2019 (371 pages)
- Landscape Architect’s Construction Plans, “Old Farm Park Restroom Building”, 17 Sheets, dated 1-7-2019

III. Anticipated Timing:

- Contract award on February 6, 2019
- Beginning of the construction process by March 1, 2019
- The Project shall be complete, including clean-up and the performance of punch list items, by **August 1, 2019** (the “Required Date of Completion”).

Daily liquidated damages of \$500 per day will be incurred starting June 29, 2019 if any part of the Work is not accepted by the City’s Project Manager as completed (see **Item 25.** on page 7 of this RFP).

IV. Terms & Conditions of the Work: In the event that the City enters into a Contract, the following terms and conditions shall apply:

1. It is the responsibility of each Bidder before submitting a proposal to:
 - a. Examine this RFP and the Specifications thoroughly – completely familiarizing themselves with the extent and nature of the work;
 - b. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - c. Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, performance or furnishing of the Work; and
 - d. Promptly notify the City or the Landscape Architect of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the RFP and such other related documents.
2. Contractor shall possess, a minimum of the following capabilities:



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- a. The required number and types of professional disciplines, licensed and/or certified personnel, construction tradespersons, equipment, and resources;
 - b. Adequate experience and qualifications within both the organization and the personnel to be assigned to the Project;
 - c. Adequate local presence, management capabilities, 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 required organizations and/or personnel, subcontractors, and material suppliers; and
 - f. Demonstrated evidence of customer satisfaction with work of a similar size and scope.
3. Contractor shall be responsible for performing all reasonable and customary actions, including conventions of the trade, which are required to accomplish the Work in accordance with any contract to result from this RFP.
 4. Contractor shall not replace key personnel assigned to the Project once the project has begun without first obtaining permission from the City.
 5. Contractor shall be responsible for completely supervising and directing the Work and subcontractors that may be utilized during the performance of the Work. The Contractor shall be fully responsible for any acts and omissions of subcontractors and of persons employed by subcontractors as well as for the acts and omissions of the Contractor's own employees.
 6. Contractor shall not retain any subcontractor for which the City has a reasonable and timely objection.
 7. Contractor shall obtain permits from the City for the work being accomplished. Any City of Kentwood permit fees will be waived.
 8. Contractor shall begin the work within five (5) days after execution of the contract or as weather permits and shall proceed in an expeditious and professional manner with the highest quality material and workmanship.
 9. Prior to the beginning of the construction, Contractor will be provided with two (2) complete hard copy sets of construction plans and specifications along with the electronic versions. Additional sets of plans may be purchased from the Landscape Architect at their current schedule of rates for the printing and binding of these plans and specifications.
 10. Contractor shall perform the Work during the City's designated Ordinance hours of 7:00 am to 8:00 pm., Monday through Saturday. No Sunday work or work beyond the hours



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listed above may occur unless the work has been deemed an emergency and City approval has first been obtained.

11. At the completion of the Work, Contractor shall remove from the Site all tools, equipment, supplies, barriers, debris, and waste resulting from the Work.
12. **Inspection Notification:** The Landscape Architect will be available within forty-eight (48) hours after notice for on-site inspections.
13. **Contract:** Upon award of any contract resulting from this RFP, the City intends to execute an agreement (the “Contract”), as incorporated in this RFP, between the City and the Contractor that sets forth the terms, conditions, and specifications of the Work. All Work performed hereunder by the Contractor shall be in accordance with the Contract.
14. **Pre-Construction meeting:** Prior to commencement of the Work, representatives of the City, the Landscape Architect, and the Contractor shall hold a meeting in which the Contractor’s plan of operations and the schedule for the Work shall be reviewed and agreed upon. This meeting shall cover general coordination of the Work and clarification of any questions Contractor may have on any of the requirements specified within this RFP, and the Specifications.
15. **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 Work as shall have been authorized by the Contract and for providing directions to the Contractor.
16. **Schedule of Work:** A mutually agreeable time schedule for completion of the Work (“Schedule of Work”) shall be as agreed upon between the Contractor and the City’s Project Manager prior to commencement of the Work by the Contractor. Changes to the Schedule of Work may be mutually agreed upon between the Contractor and the City’s Project Manager at any time during the Contractor’s performance of the Work.
17. **Changes to the Work:** Should a change become necessary in the Work, a written order signed by the City’s Project Manager, along with a representative of Purchasing Services, (the “Change Order”) shall be issued to document the requested change in the scope of the Work. Contractor’s acceptance of a Change Order shall be by its written acceptance, oral representation, and/or by performance of the requested Work. In the event that such Change Orders constitute a substantial change in the scope of the Work and/or a change in the Contract Amount, they shall be documented in an Amendment to the Contract as provided in **Item 41** (on page 11 of this RFP).
18. Contractor will be expected to engage in regular communication with the City via telephone, facsimile, e-mail, written correspondence and face-to-face meetings as required in order to complete the Project.
19. **Warranty:** Contractor shall warrant all work performed by Contractor and/or its subcontractors and all materials provided by Contractor and/or its subcontractors and



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suppliers to be free of defects in materials and workmanship for not less than one year from the date of acceptance of the Work by the City.

20. Conduct of Personnel: The Contractor, his employees, agents, and representatives shall conduct themselves in a manner which is conducive to good public relations and which will not harm the City's relationships with the public. They shall display proper respect to the City's employees, the general public, and surrounding property owners as is applicable.

21. Independent Contractor: Nothing in this Contract 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.
- 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 Contract.
- 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.

22. Subcontractors: Contractor shall not sub-let or assign any portion of the Contract 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. Such consent shall not relieve the Contractor from full responsibility for the performance of the Contract. A list of all proposed subcontractors shall be submitted with Contractor's proposal in response to this RFP (see **Section V. Item 4.d.** on page 13 of this RFP).



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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 Contract 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 Contract and the Contract Documents as they apply to the Subcontractor's and Material Supplier's portions of the Work (including the provision of the required certificates of insurance which shall list the City as an Additional Insured).

- 23. Unexpected Conditions:** If concealed or unknown physical conditions are encountered at the Site that differ 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 Contract, and provided that Contractor provides to the City prompt written notice detailing such conditions, then the Schedule of Work shall be subject to adjustment, as mutually agreed to in a Change Order between the City and Contractor.
- 24. Time of the Essence:** Time limits stated in the Contract Documents are expressly of the essence of this Contract.
- 25. Liquidated Damages:** Because the Required Date of Completion is crucial to the City, Contractor's failure to fulfill its obligations with respect to the Schedule of the Work shall result in the City's deduction from its payment to Contractor hereunder the sum of One Thousand and No/100 Dollars (**\$1,000.00**) (U.S.) for every calendar day on which the Work is not completed after the Required Date of Completion (**August 1, 2019**) as proposed by the Contractor and accepted by the City, said deduction as liquidated damages, not as a penalty.
- 26. Inspection and Acceptance of the Work:** The Contractor shall be responsible for notifying the City's Project Manager as the Work at the Site is completed, so that it may be inspected. The City shall not accept the Work until accepted by the City's Project Manager as meeting the specifications, terms, and conditions of a contract between the City and the Contractor.
- 27. Insurance:** Contractor shall maintain in effect throughout the Work insurance as required in the City's "**Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities**" which immediately follows this RFP (pages 1-3), with the City named as an Additional Named Insured.
- 28. Performance and Payment Bonds:** Prior to execution of the contract by the City, the Contractor must execute a Performance Bond and Labor and Material Bond on the proper form with a corporate surety qualified to do business in the State of Michigan, acceptable to the City and acceptable as surety on bonds in favor of the United States, in the amount



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of 100% of the total bid amount. The surety's agent who executed the bond must be located and doing business in the State of Michigan, and such agent must affix his power-of-attorney to the bond.

29. Contract Amount: It is agreed between the City and the Contractor that in consideration for Contractor's full and complete performance hereunder, the City shall pay to Contractor the lump sum as bid for the Work (hereinafter referred to as the "Contract Amount"), as proposed by Contractor and as accepted by the City. Bids as submitted are for complete quantities as shown by the plans and Specifications and no adjustments will be made once construction begins. Bidders are responsible for complete construction based upon bids submitted.

Unit prices as bid for the Work shall be used by the City's Project Manager when determining additions or deletions should circumstances merit a Change Order.

30. Payment: Contractor shall invoice the City not more than monthly and the City shall pay the invoice upon approval of the invoice by the City's Project Manager.

31. Safety; Protection of the Site, Public, and Equipment: Contractor will be held solely responsible for total compliance with all safety practices and regulations, including without limitation compliance with construction safety requirements promulgated by MIOSHA. Similarly, Contractor shall be solely responsible for protection of public and private properties within or around the Site, and the safety and protection of persons passing through the Site during the course of the Work, including without limitations during working hours, all reasonable protections during times when Contractor is not working on the Site. Contractor shall promptly remedy damage and loss to property, whether that of the City or other public entity and/or to adjoining or adjacent private property, and/or injury to persons, caused in whole or in part by Contractor, or by anyone for whose acts Contractor may be liable.

32. Discrimination Prohibited: Neither the Contractor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of the Contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his/her race, religion, national origin or ancestry, or in violation of any law, regulation, or ordinance promulgated by any government or authority having jurisdiction in the matter. Breach of this covenant may be regarded as a material breach of this Contract.

33. 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 it is suitable for the Work as contemplated by this Contract. Any extra costs incurred or required to be incurred due to the unsuitability of the Site will be borne by Contractor, if such



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unsuitability could reasonably have been discovered by Contractor prior to its commencing the Work.

- b. Laws, Ordinances and Regulations. The Work, and all materials, parts or products which become a part of the Project, shall meet and comply with all applicable laws, ordinances, and regulations.

34. Term: This Contract shall run for the length of the project undertaken by Contractor unless otherwise terminated by the Contractor and/or the City upon five (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 Contract shall inure to each party in perpetuity, including surviving any termination of this Contract by either party.

35. Performance Requirements: Contractor will perform all Work under this Contract in a timely and professional manner, using the customary level of care suitable for the Work performed and in compliance with all applicable laws, rules and regulations. All Work performed under this Contract are subject to the City's continuing rights of review, inspection, and approval.

36. Cost Included: The Contract Amount shall include all sales, consumer, use, and similar taxes in respect of the Project and any materials that will become a part of it. The Contract Amount shall also cover the costs of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, the prices stated by the Bidder shall include the cost of everything necessary for the performance and completion of this Contract in the manner and time prescribed including: the furnishing of all material, tools, equipment, transportation, labor, and supervision; all costs on account of loss by damage or destruction of the work; unforeseen difficulties encountered; for settlement of damages; for replacement of defective work and materials; and for all else necessary, therefore, and incidental thereto. The City is exempt from Michigan Sales and Use taxes.

37. 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 Contract. 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 Contract. If the City receives payment from Contractor's insurance for Indemnified Losses, Contractor shall nevertheless remain liable for the Indemnified Losses in the



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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 Contract.

38. 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 Contract, terminate the services of Contractor under this Contract 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 Contract.

Should this Contract 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 Work 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 Contract 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.

39. 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 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 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.



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- 40. Assignment:** Contractor shall not assign, sublet, or transfer an interest in this Contract or any of the Contract Documents without the prior written consent of the City.
- 41. 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 methods for effecting any change to the Contract Amount or Schedule of Work. Contractor understands and agrees that the Contract Amount and/or Schedule of Work cannot be changed by implication, oral agreements, actions, inactions, course of conduct, or constructive change order.
- 42. 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 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.
- 43. Attorney Fees:** The defaulting party must pay the non-defaulting parties' fees, costs and expenses, including reasonable attorney's fees, for enforcement of this Contract through appeals and collection.
- 44. 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 Contract, 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.
- 45. Severability:** It is the intent of the parties to this Contract that this Contract be enforceable to the fullest extent permitted by law. If, however, any provision or portion thereof of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the balance of this Contract 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 Contract.
- 46. Mutually Drafted:** The parties to this Contract expressly agree that this Contract 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 Contract



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shall be constructed neither against nor in favor of either party, but shall be construed in a neutral manner.

47. The City reserves the right, at its sole discretion, to include other relevant terms, conditions and specifications in any contract resulting from this RFP.
48. Final acceptance of the Work will be the sole responsibility and authority of the City's Project Manager.

V. Terms & Conditions of the Request for Proposals: Bidders 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 Old Farm Park Restroom Building" and must also clearly state the name of the Bidder.

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 Bids must be delivered to:

Carla A. Kane, Buyer
City of Kentwood

at either of the following addresses:

<i>Mailing Address:</i>	<i>Delivery Address:</i>
P.O. Box 8848	4900 Breton Ave. SE
Kentwood, MI 49518-8848	Kentwood, MI 49508

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

3. One complete set of the proposals must reach the Buyer not later than **10:15 AM (EST) on Tuesday, January 22, 2019**. This is a sealed bid and a public bid opening. Proposals received after that date and time may not be considered.

4. Proposals submitted must include:

a. Proposal Forms. (Pages P-1 through P-6 of the Specifications) Shall be completed and executed by an authorized officer or agent of the bidding company.

- The bid must be itemized upon the blank Proposal Forms and shall give the price for the items of the work required as shown on the drawings or elsewhere both in writing and in figures, in ink, and be signed by Bidder with his business address and telephone number. Alteration of the Proposal Forms in any way, inclusion of



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unsolicited items, failure to comply with the specified procedures for bidding, or any other irregularity shall be adequate grounds for rejection of Bidder's proposal.

- b. Bid Bond.** Bids must be accompanied, in the sealed enclosure, by a bid bond or certified check drawn on a Michigan bank and payable to the City of Kentwood in the amount of 5% of the bid to complete the Work which shall be retained by the City of Kentwood if the successful bidder does not enter into a contract for the Work or provide good and sufficient Performance Bond and/or insurance certification within 10 days of award of a contract, said retention by the City as liquidated damages, not as a penalty. The bid bond or certified check of bidders not selected for any contract resulting from this RFP will be returned by the City upon approval of the City Commission of the recommended Contractor, or upon the City Commission's decision to abandon the project, whichever shall first occur.
- c. References.** A minimum of three recent client references (with names and contact information) who have utilized the Bidder for 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
- d. List of Subcontractors and Subcontractor References.** (Page P-5 of the Proposal Forms found in the Specifications) A list of any proposed subcontractors to be used in the performance of the Work, identifying the portion of the Work to be performed by each. On a separate sheet, provide for each proposed subcontractor evidence of their experience in the portion of Work to be performed and the names and contact information of at least three previous clients that can provide a reference as to the proposed subcontractor's ability to perform their proposed portion of the Work.
- e. Insurance.** Bidder shall provide the City with evidence of insurance coverage. See the "**Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities**" which immediately follows this RFP (pages 1-3).

Note: A certificate of insurance with the City included as an Additional Named Insured is *not* required with Bidders' submittal.
- f. Schedule for the Work.** Bidders must create and submit, clearly labeled and on a separate sheet of paper, a proposed Schedule for the Work, based upon the anticipated award of contract and Required Date of Substantial Completion.
- g.** If Bidder is not bidding exactly to the Specifications, terms, and conditions of this RFP, the Bidder shall supply, on a separate page labeled, "**Exceptions, Omissions, Substitutions and/or Recommendations**", information about any item (product or



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services) in the Specifications as described herein which the Bidder has identified as non-compliant:

- i. Proposed product or 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. Product or item included in the Specifications that is not included in Bidder's proposed price;
- iii. Proposed exceptions to the Specifications, terms, and conditions contained in this RFP; or
- iv. Alternates to specified products or services as proposed by the Bidder.

NOTE: See the General Conditions (page GC-1) of the Specifications for further information on Bidder's submission of any Substitutions.

5. Bidders may, at the discretion of the City, be required to show that they have the necessary capital, material, equipment and facilities to completely perform all of the proposed work in a good workmanlike manner.
6. No exceptions to bid price will be allowed for errors or potential problems not identified in the bidder's proposal.
7. Proposals may be withdrawn at any time prior to the hour of the scheduled bid opening. Bid proposals are irrevocable for a period of seventy-five (75) days from the date of the bid opening.
8. Bidders are hereby notified that their bid, 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.
9. Submission of bid will be construed as a conclusive presumption that the Contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.
10. Prices quoted by Bidders must remain open to acceptance by the City without change for not less than 120 calendar days from the due date of proposals (May 22, 2019).
11. A procedure for addressing questions which Bidders 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 19-015-691".



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

Project №.: 19-015-691

Project Name: Old Farm Park Restroom Building

Date of Specifications: January 7, 2019

- 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 Friday, January 18, 2019**; any questions submitted after that date and time will not be considered.
 - d. The City will respond to all questions via email and reserves the right to create an Addendum for all Bidders which contains the question(s) and the City's answer(s) to the question(s).
12. 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.
13. The City reserves the right to request additional information and/or clarifications from any or all bidders responding to this RFP as part of the City's evaluation of proposals received and in an effort to determine which bidder could best meet the City's needs.
14. The successful bidder will be notified following approval of the bid proposal by the City and is to execute the Contract, complete with performance sureties and insurance certificates, within 10 days of notification of award of the Contract.
15. For further information about the Work and/or Specifications, please contact M. C. Smith Associates and Architectural Group, Inc., 529 Greenwood Avenue, S.E., East Grand Rapids, Michigan 49506. Phone: (616) 451-3346 / Fax: (616) 451-1935.

For further information about 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.

**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

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- (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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PROPOSAL FORM
Old Farm Park – Restroom Building
City of Kentwood, Michigan

TO: Carla Kane
Buyer, City of Kentwood
4900 Breton Avenue SE
Kentwood, MI 49508

The undersigned bidder has carefully examined the plans and specifications for the construction of Old Farm Park Restroom Building Improvements in Kentwood, Michigan, as prepared by MCSA Group, Inc. and, having carefully examined the site and completely familiarized himself with local conditions affecting the cost of the work; hereby states that he will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specifications and drawings; and will accept as full and complete payment therefore the Lump Sum Bid Amount Which Is The Summation Of The Cost Of The Items Of Work And Must Be Equal To The Summation Of The Extension Of The Unit Prices in the amount of :

_____ Dollars
and _____ Cents (\$ _____)

This is not a unit price contract. The following unit prices will be utilized to assess bids, revise contract amounts, and develop change orders. Bidders must provide unit prices for every bid item at the time the bid is submitted. The Base Bid amount must be equal to the summation of the extension of all unit prices; Items 1 through 31. Bids which are incomplete or inaccurate will be subject to disqualification.

Bidders shall immediately notify the Landscape Architect of any perceived errors, omissions or discrepancy in the bid item quantities so they and other bidders can be advised of an acceptable bid procedure. This is a Lump Sum Bid. The base bid as submitted is for complete construction as shown by the plans, details and specifications.

The bidder agrees to reduce or add to the amount of the Base Bid under this proposal for any items deleted or added in accordance with the following unit prices. These unit prices shall include overhead and profit for each associated work item.

GENERAL CONDITIONS

Item No.	Description	Qty	Unit *	Installed Unit Price	Unit Total
1.	Mobilization and maintaining traffic complete.	1	LS	\$	\$
2.	The cost of project related bonds and insurance.	1	LS	\$	\$
3.	Project sign as per specifications and location as directed by Landscape Architect.	1	LS	\$	\$
4.	All layout and staking of site work elements complete.	1	LS	\$	\$
5.	General conditions: management, overhead and profit. Unit price shall be equal to 5% of the total base bid.	1	LS	\$	\$

SITE PREPARATION AND REMOVALS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
6.	Site preparation and grading including all removal items (tree and sidewalk for Watermain Installation) and all other work shown on the plans but not otherwise listed below.	1	LS	\$	\$
7.	Sawcut and Remove Bituminous paving per plans and specifications.	9,569	SF	\$	\$

GENERAL SITE IMPROVEMENTS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
8.	Furnish and install Bituminous Paving and Patch complete as per detail 3 on sheet 7 and as per plans and specifications	558	SY	\$	\$
9.	Furnish and install 4" Concrete paving per detail no. 2 on sheet 7 and per plans and specifications.	4,102	SF	\$	\$
10.	Furnish and install 6" Concrete paving per detail no. 2 on sheet 7 and per plans and specifications.	4,178	SF	\$	\$
11.	Furnish and install Exposed Aggregate paving per detail no.4 on sheet 7 and per plans and specifications.	224	SF	\$	\$
12.	Furnish and install Rolled Planter Curb as per detail no. 1 on sheet 7 and per plans and specifications.	162	LF	\$	\$
13.	Furnish and install Modular Retaining Wall as per detail no. 3 on sheet 7 and per plans and specifications.	78	LF	\$	\$

RESTROOM BUILDING

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
14.	Furnish and install Restroom Building Complete including Electrical, Plumbing and Mechanical as per sheets 9-13 and per plans and specifications	1	LS	\$	\$

SITE EQUIPMENT

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
15.	Furnish and install 6' Victor Stanley Benches Model #EVA-20F Special per detail no. 5 on sheet 8 and per plans and specifications.	5	EA	\$	\$
16.	Furnish and install Pilot Rock Picnic Tables Snow Load/Extreme Load Heavy Duty Picnic Table XT Series, H-Type Perforated Steel Top and Seat, 6' Length with Powder Coated Finish with ANC6-4 AND ANG-3 Anchor Kits as per detail 1 and 2 on sheet 8 and as per plans and specifications	4	EA	\$	\$
17.	Furnish and install Pilot Rock Picnic Tables Snow Load/Extreme Load Heavy Duty Picnic Table XT Series, H-Type Perforated Steel Top and Seat, ADA 8' Length with Powder Coated Finish with ANC6-4 AND ANG-3 Anchor Kits as per detail 1 and 2 on sheet 8 and as per plans and specifications	2	EA	\$	\$
18.	Furnish and install Dumor Waste Receptacles Model 432 – 55 Gallon as per detail 3 and 4 on sheet 8 and as per plans and specifications	2	EA	\$	\$

SITE UTILITIES

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
19.	Site Electrical Service and Distribution complete to Restroom Building per plans and specifications	1	LS	\$	\$
20.	4" Sanitary Line including connections and cleanouts as per sheet 5 and per specifications	113	LF	\$	\$
21.	Furnish and Install CI 52 - 4" Watermain including tap and water line from Stauffer per sheet 5 and per plans and specifications	350	LF	\$	\$

SITE UTILITIES (Continued)

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
22.	Furnish and Install 2" water line from reducer to Restroom Building per sheet 5 and per plans and specifications	125	LF	\$	\$
23.	Furnish and Install Splashpad Drain pit and 4" sleeves in Restroom Building per plans and specifications	1	EA	\$	\$
24.	Raise Existing Storm Drainage Structure Casting complete per plans and specifications.	1	EA	\$	\$

IRRIGATION SYSTEM

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
25.	Furnish and install Irrigation System Complete as per sheet 15 and plans and specifications	1	LS	\$	\$

LANDSCAPE IMPROVEMENTS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
26.	Furnish and install sod and topsoil as per plans and specifications.	286	SY	\$	\$
27.	Furnish and install lawn seeding and topsoil as per plans and specifications.	2,916	SY	\$	\$

LANDSCAPE PLANT MATERIALS

Furnish and install the following landscape plant material, complete as per details 6 and 7 on sheet 7 and as per sheet no. 6.

Deciduous Canopy Trees (Balled and Burlap)

Item No.	Botanical Name Common Name	Qty.	Min. Size/ Unit	Installed Unit Price	Unit Total
28.	Acer x Freemanii 'Celzam' Celebration Hybrid Maple	4	3" Cal	\$	\$
29.	Liquidambar Styraciflua American Sweetgum	3	3" Cal.	\$	\$
30.	Malus 'Spring Snow' Spring Snow Flowering Crabapple	3	2" Cal.	\$	\$
31.	Tilia Cordata 'Greenspire' Greenspire Littleleaf Linden	2	3" Cal.	\$	\$

TOTAL BASE BID	\$
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Unit Descriptions

LS = Lump Sum
LF = Lineal Feet

SF = Square Feet
SY = Square Yard

LIST OF SUBCONTRACTORS

LIST ALL SUBCONTRACTORS: To be completed as part of Bid Proposal.

Name of Subcontractor	Type of Work	Amount

The undersigned agrees as follows:

The undersigned acknowledges the right of the Owner to accept or reject any proposal or part of any proposal submitted.

We hereby acknowledge receipt of the following addenda and have included them in our proposal; Addenda Nos. _____

_____ Dated _____

Dated this _____ day of _____, 2019

By: Signature of Bidder _____

Name of Business _____

Business Address of Bidder _____

Business Telephone of Bidder _____

Business Fax Number of Bidder _____

Incorporated under the laws of the State of _____

President _____

Secretary _____

Treasurer _____

If Non-incorporated: _____

Names and Addresses of Members of the Firm:

