



## **Request for Proposals**

Date of Issue: July 19, 2022

### **Services Sought by Authority & Guidelines for Submitting a Proposal**

The Village of Middleville Downtown Development Authority ("Authority") is seeking proposals from qualified landscape engineers and/or contractors for the building of three brick terraced retailing walls and level, sod-covered layers surrounding our community amphitheater. The property is significant to the community, and all work shall be to the standards of the Secretary of Interior and in full keeping with all legal requirements. A detailed description of the work is described herein. The Authority expects from the selected firm a first class finished product that will be completed in accordance with agreed upon timetables and within the allotted allocation.

Interested parties should review the following details and submit their completed proposal to the DDA Director, Katherine Bussard, by emailing [Katherine@MiddlevilleDDA.org](mailto:Katherine@MiddlevilleDDA.org) or mailing to Middleville DDA, PO Box 402, Middleville, MI 49333. Prospective Contractors wishing to submit proposals must submit one (1) original PDF document to provide the services described in this RFP.

**Completed RFPs must be returned to the DDA no later than August 31, 2022 at 5:00 PM.**

**Please contact Katherine with any questions or to schedule a site visit at (269) 241-1170.**

The Authority reserves the right to clarify any information in this RFP. If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all firms who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions to the RFP, and the answers to any written questions.

### **Project Goals and Scope:**

The Middleville Community Amphitheater is located at 114 Railroad St. Middleville, MI 49333 and plays a key role in community programming organized by the Middleville DDA. The existing structure and single retailing wall were constructed in 2020 Village-owned property along the Thornapple River. The terrain is hilly and uneven, and as part of an effort to improve the built environment for public arts programming in our downtown, the DDA is looking to create

a total of 3 retaining walls terraced into the hillside (as much as possible in keeping with the look of the exiting one). The existing wall, which fades into the hillside, is already in need of structural repair and should be replaced as a part of this project. All retaining walls should be built at least 10-12 feet from the subsequent retaining wall, 2.5-3.5 feet in height, and must have level tops that fade into the surrounding hillside. There is a new ADA cement platform at the top of the hill that we would like to have serve as our highest point, and nothing should obstruct the view from this platform.

Digital copies of surveyed drawings of the hillside grade and terrain are included at the end of this RFP.

Interested parties should note that there is also a sprinkler system in the ground currently (a map can be provided by the Village of Middleville DPW), and as the level layers are built, this system should be preserved and relocated near the surface so that the sprinkler system remains functional. Grassy sod but be restored to the surface of all dirt once the project is complete.

This project lies within the 100 year flood plain, and the service provider must procure necessary environmental permitting as well as the standard building permits. As a public entity, we also require that all contractors pay wages at least as high as the federal prevailing wage (<https://www.michigan.gov/dtmb/procurement/design-and-construction/prevaling-wage-information>) and are able to produce records to that effect.

The image below is shows the current site and is intended to convey the general spirit and concept of what the Authority desires:



#### Required Qualifications:

The Authority has identified the following qualifications that it believes are necessary for the successful performance and completion of the services described in the **Project Goals and Scope**. The prospective contractor ("Contractor") must:

- A. Have proven experience in working on similar landscape projects. Provide a representative list of at least two (2) similar projects. The lists should include project location and date; description; services provided by Contractor; and owner's contact name and phone number.
- B. Ensure that all work is in accordance with state and federal law and best practices of construction standards as appropriate. Include a brief summary report of Contractor's approach and the factors Contractor will consider in accomplishing the project.
- C. Create a proposed schedule to complete the project.
- D. Provide the qualifications and recent experience of Contractor/key personnel relative to the performance of similar services comparable to the proposed items listing in **Project Goals and Scope**. Identify all subcontractors the Contractor anticipates using in connection with this project.
- E. Be a Michigan entity (limited partnership, limited liability company, for profit corporation or non-profit corporation), authorized to do business in the State of Michigan. Proposals from sole proprietors will not be accepted.
- F. Have phone, internet, and e-mail access. Internet and e-mail access must be adequate enough to allow the prospective Contractor to receive, download and upload data, files and attachments from Authority staff.

- G. Agree to satisfy the following requirements prior to the execution of the contract with the Authority:
- i) Indemnify, defend and hold harmless the Village of Middleville, the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
    - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Agreement.
    - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Agreement.
    - c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this contract.
    - d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority.
    - e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.
    - f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.
  - ii. Maintain and provide evidence, satisfactory to the Authority, of the following coverage:
    - a. General Liability Insurance for \$1,000,000 with the Village of Middleville shown as additional insured;
    - b. Appropriate state and federal licenses to perform activities in **Project Goals and Scope**; and

- c. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.
- d. Pay all employees a wage that equals or exceeds federal prevailing wage

H. Agree to execute a contract acceptable to legal counsel for the Village of Middleville and Middleville DDA.

**Timeframe:**

To maximize public programming, this project would begin as early as October 2022 and must be completed by June 1, 2023. All proposals received by the deadline of August 31, 2022 at 5:00 PM will be reviewed and considered by the DDA Board at their regular meeting on September 20 at 6:00 pm at the Village of Middleville Village Hall, located at 100 E. Main St. The meeting is open to the public and shall be held in accordance with the Open Meetings Act.

**Proposal Selection Considerations:**

The criteria for awarding bids or requests for proposals shall be as follows:

- Cost
- Experience
- Reliability
- Sufficiency of equipment
- Insurance
- References
- Good communication

In awarding bids or RFPs, the following factors, in addition to price will be considered by the Middleville DDA Board of Directors:

1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
2. The ability to perform the contract or provide the service promptly, or with the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts of service;
5. The previous and existing compliance by the bidder with the laws and regulation relating to the contractor's service and applicable civil rights laws;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
9. The number and scope of conditions attached to the Request for Bid or Request for Proposal; and

10. Other factors deemed in the best interest of the Village of Middleville.

Local Preference:

If all bids received are reasonable equivalent, other than with respect to cost, bidders whose businesses are located within Barry County shall be given preference.

The DDA will endeavor to buy competitive products and services produced/manufactured or distributed locally whenever possible.

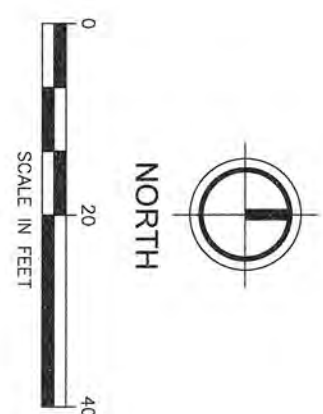
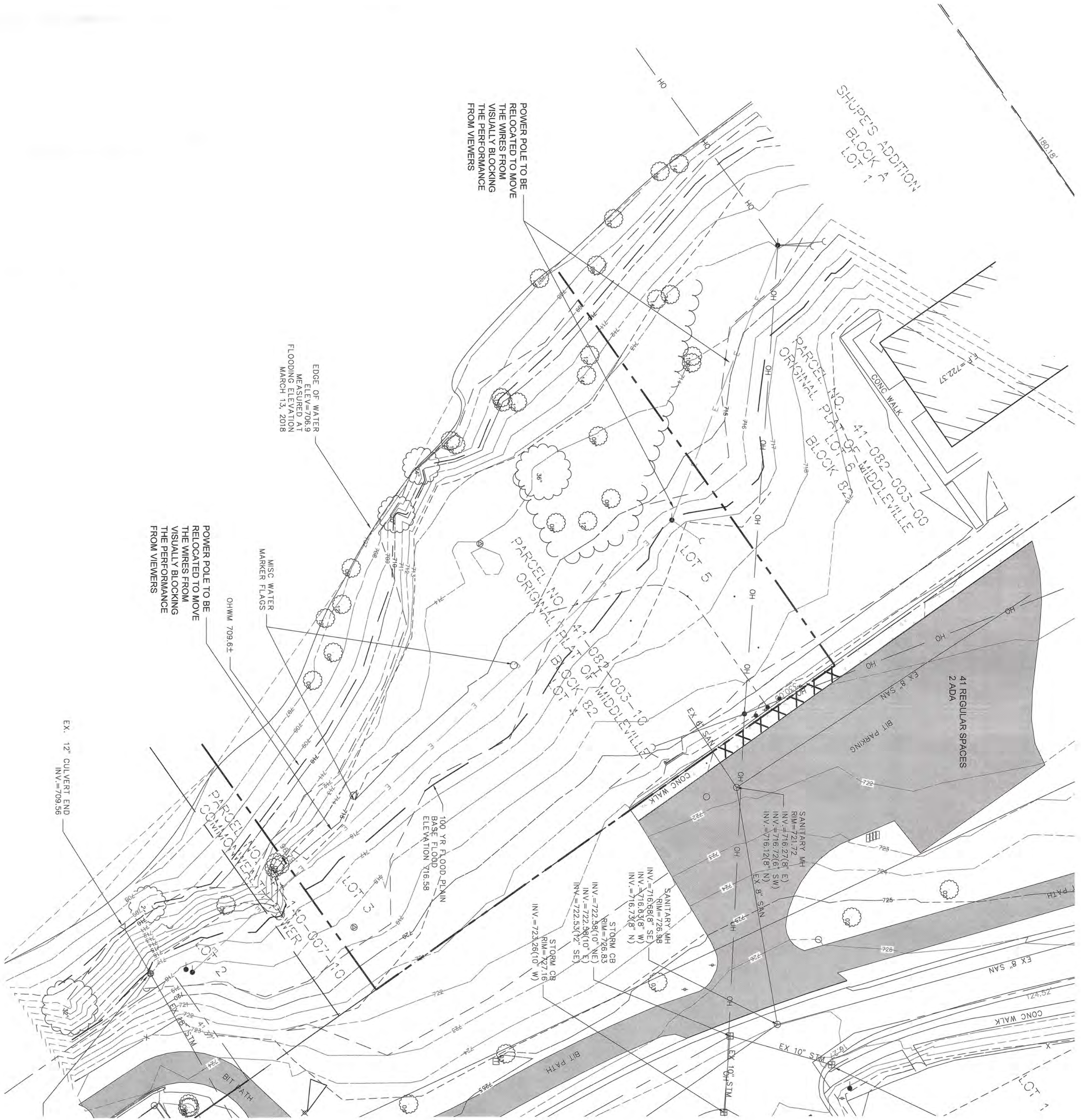
Board Member Interest In Bidder:

Any Board Member or Staff who has any ownership, a family member involved, or other interest in a company submitting a bid shall disclose the conflict of interest to the Board, and that official shall not participate in awarding the bid.



















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## SESC LEGEND



SILT FENCE

## SILT FENCE

**36** **SESC KEY NUMBER**

INLET FILTER

SOIL TYPE BOUNDARY

**Know what's below.  
Call before you dig.**

**2960 Lucerne Drive SE  
Grand Rapids, MI 49546  
P: 616.977.1000  
F: 616.977.1005**

REVISION:

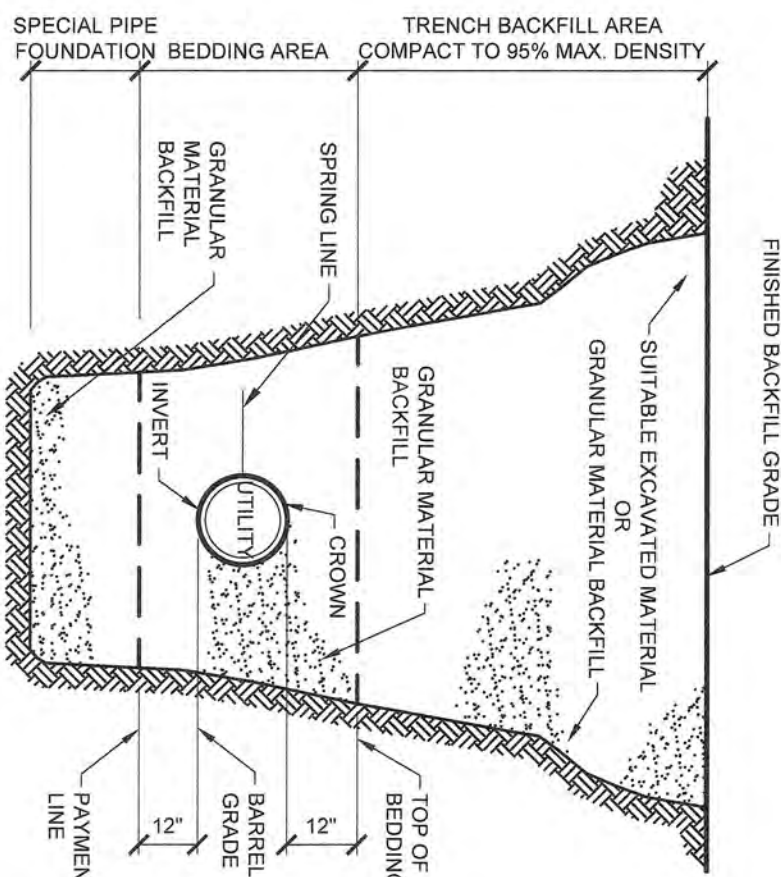
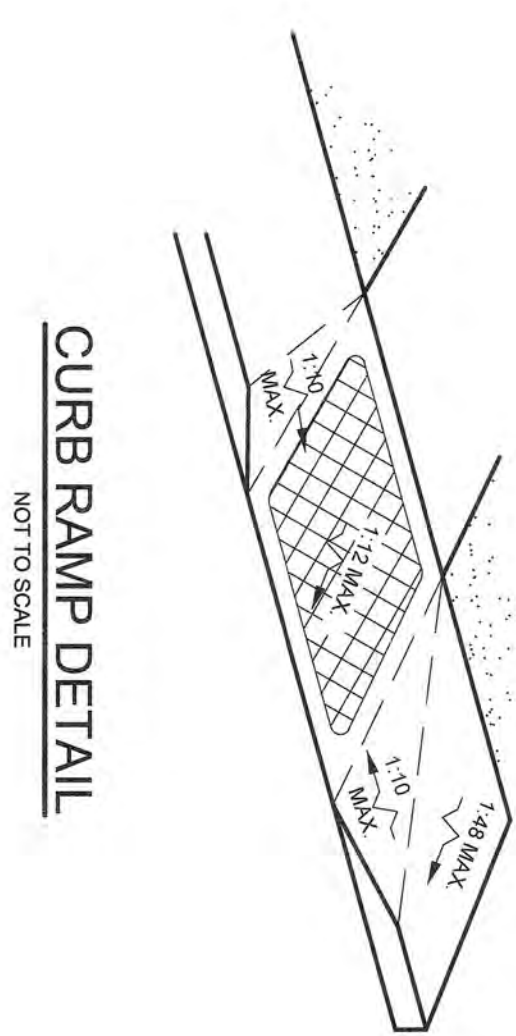
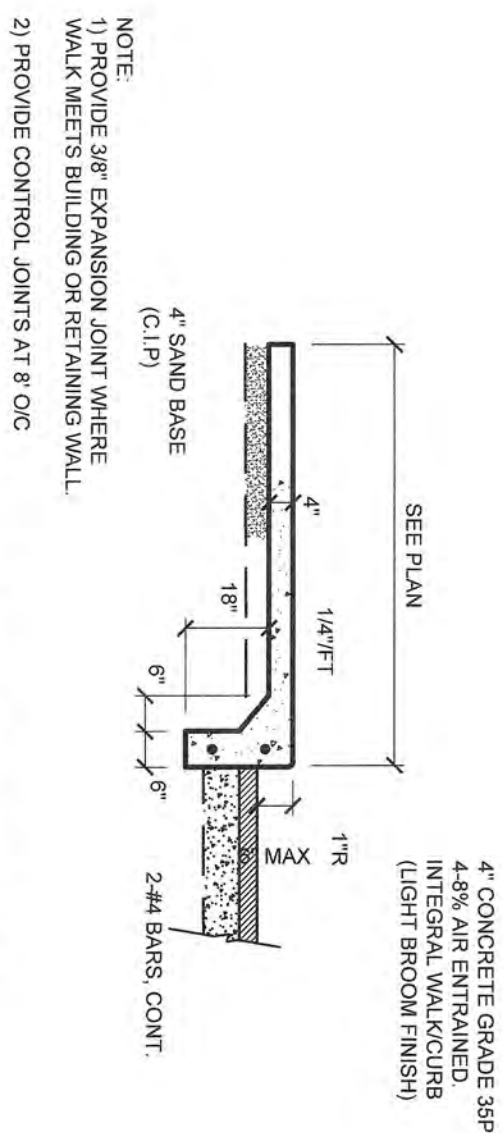
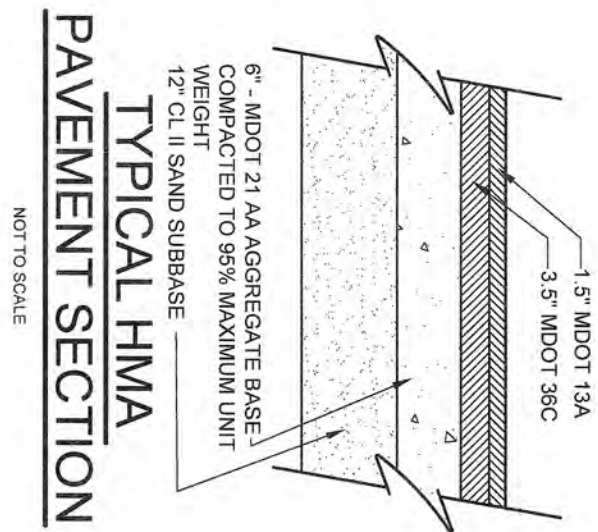
**MIDDLEVILLE**  
RAILROAD STREET, MIDDLEVILLE, MI 49333  
**AMPHITHEATER**

## SOIL EROSION AND SEDIMENT CONTROL PLAN

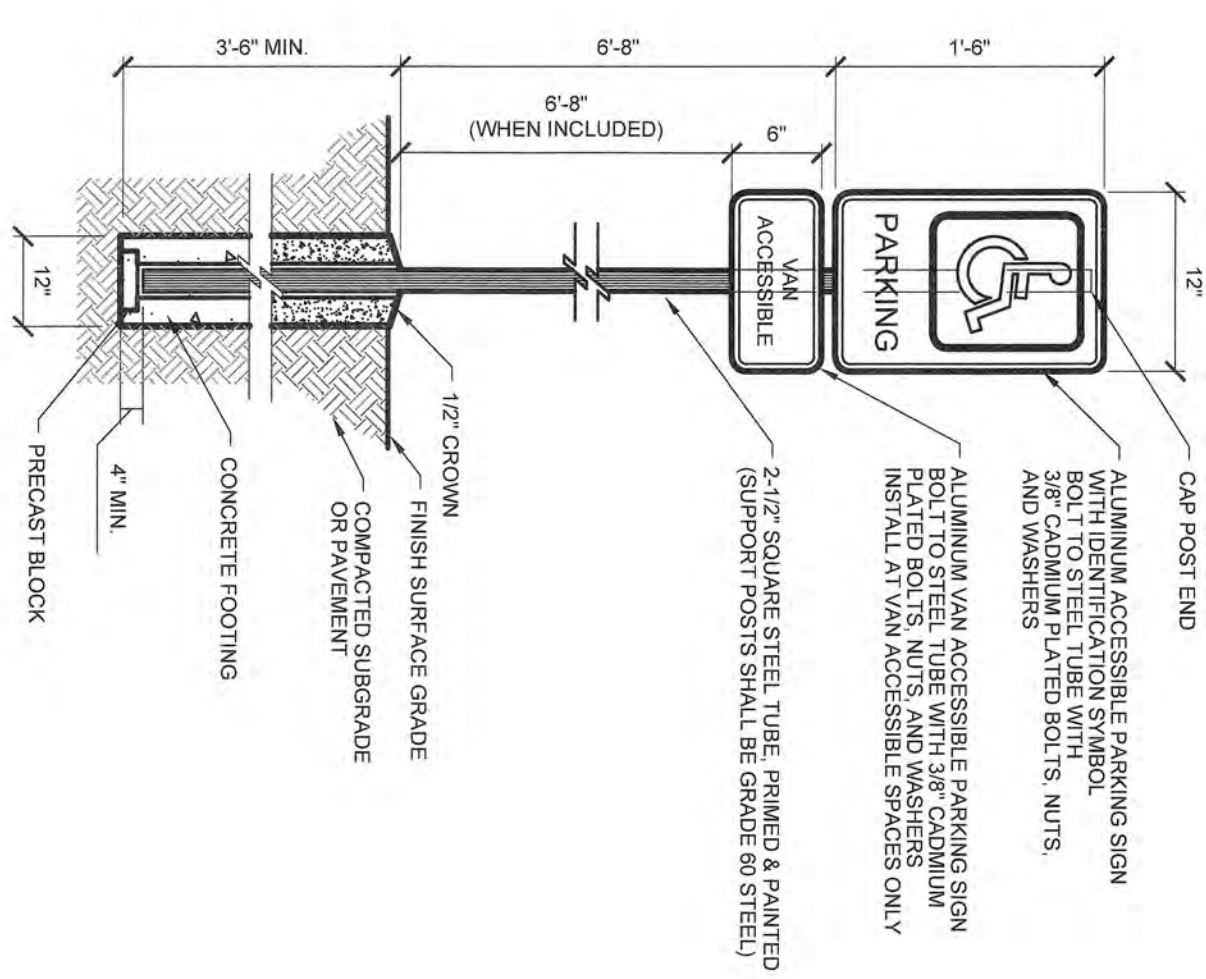
**NOT FOR  
CONSTRUCTION**

35.0

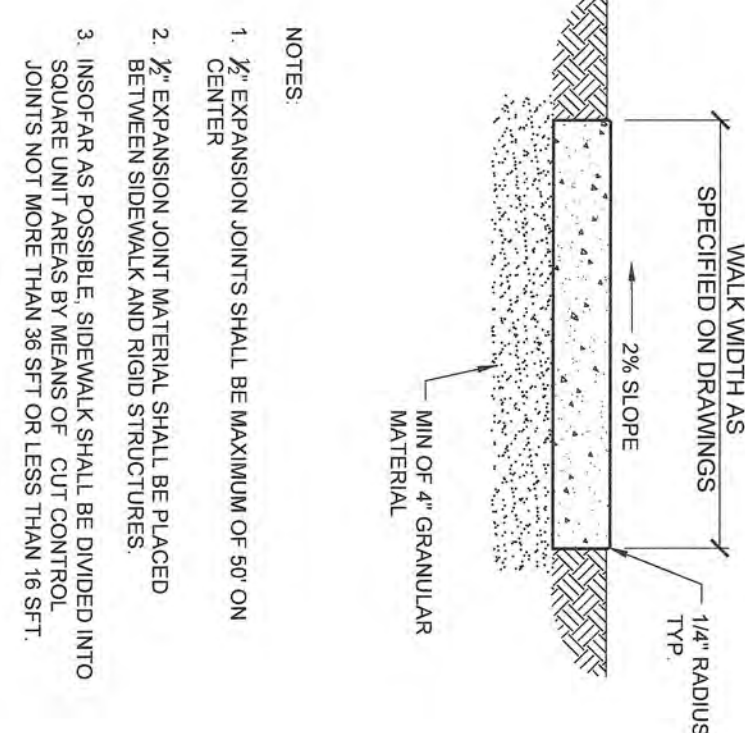




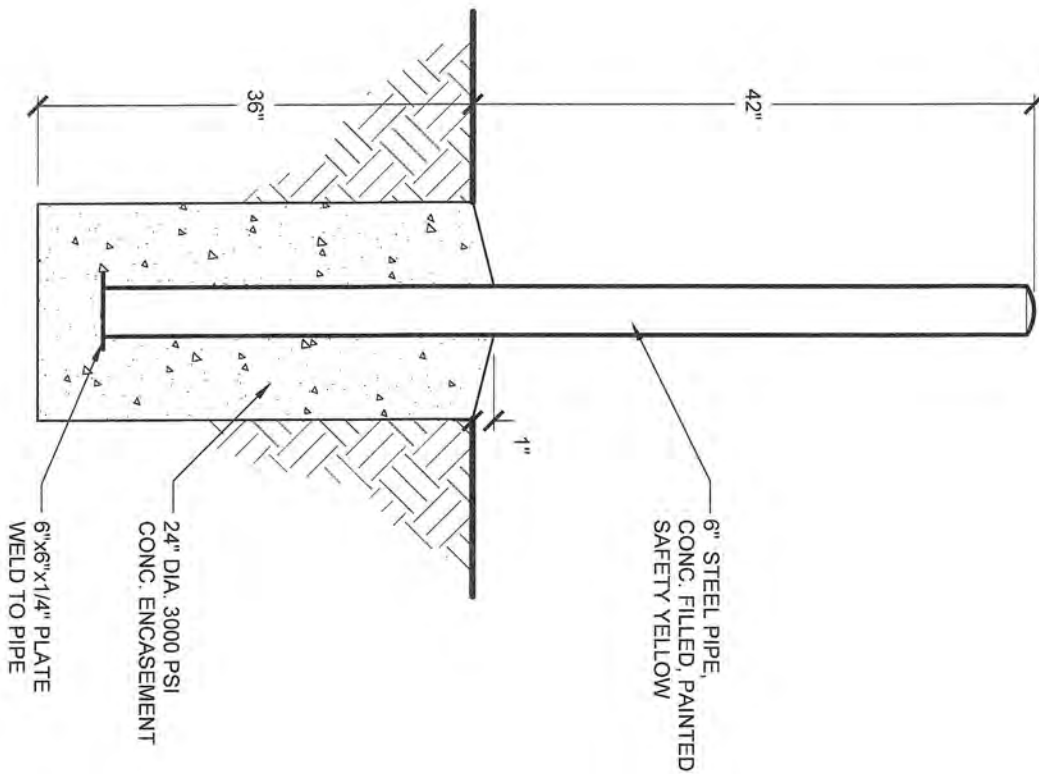
# UTILITY TRENCHING, EXCAVATING AND BACKFILLING TERMINOLOGY



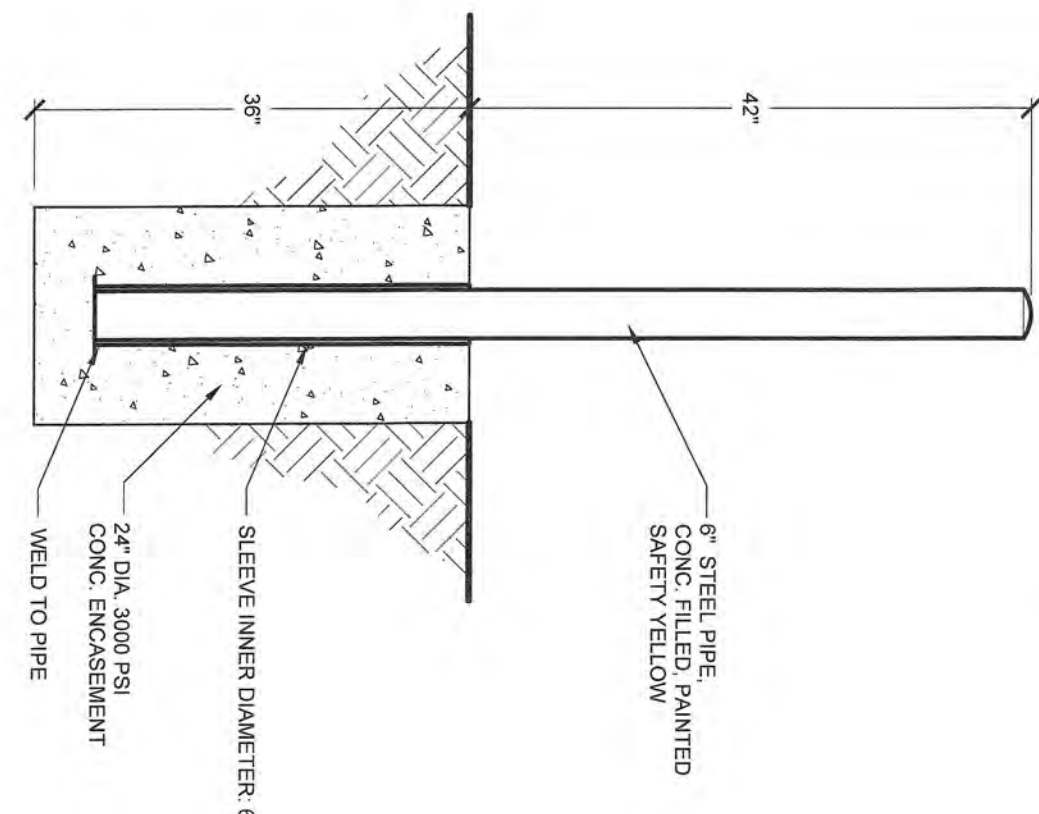
# BARRIER FREE PARKING SIGN DETAIL



# 4" CONCRETE SIDEWALK



# PIPE BOLLARD DETAIL



# REMOVABLE PIPE BOLLARD DETAIL