

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 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/prevailing-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.
 - 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.
 - 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:

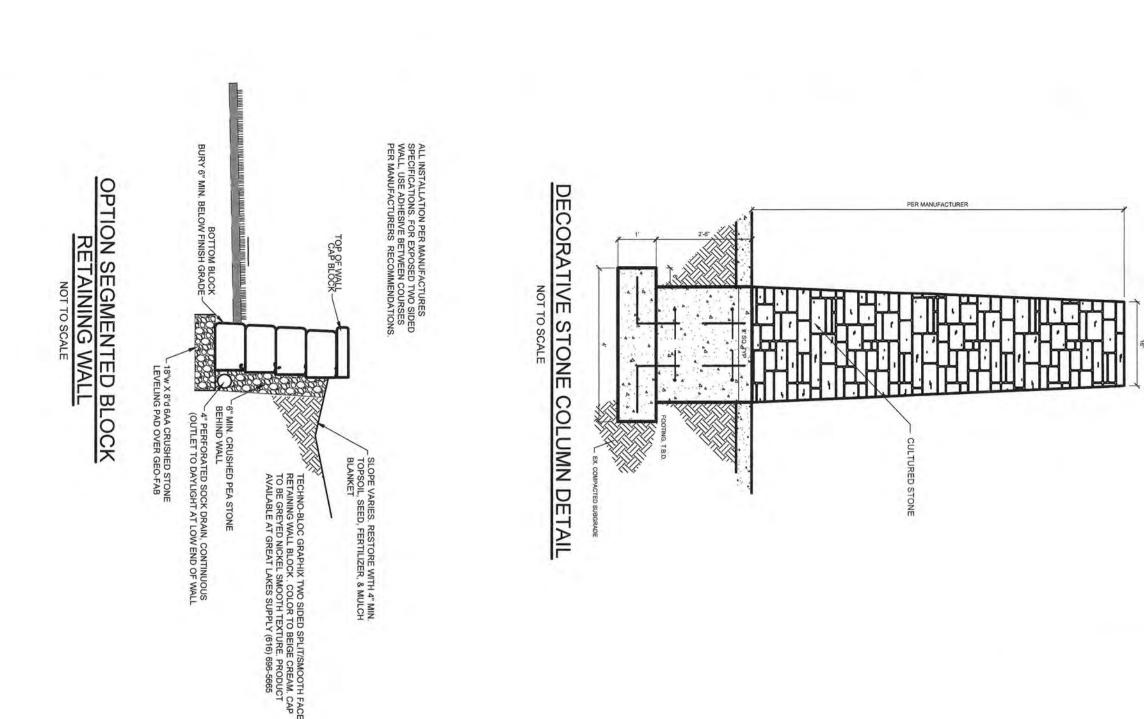
If all bids received are reasonable equivalent, other than with respect to cost, bidders whose businesses are located within Barry County shall be given preference.

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

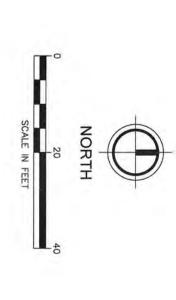
Board Member Interest In Bidder:

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.









F&V PROJECT NO. 833490

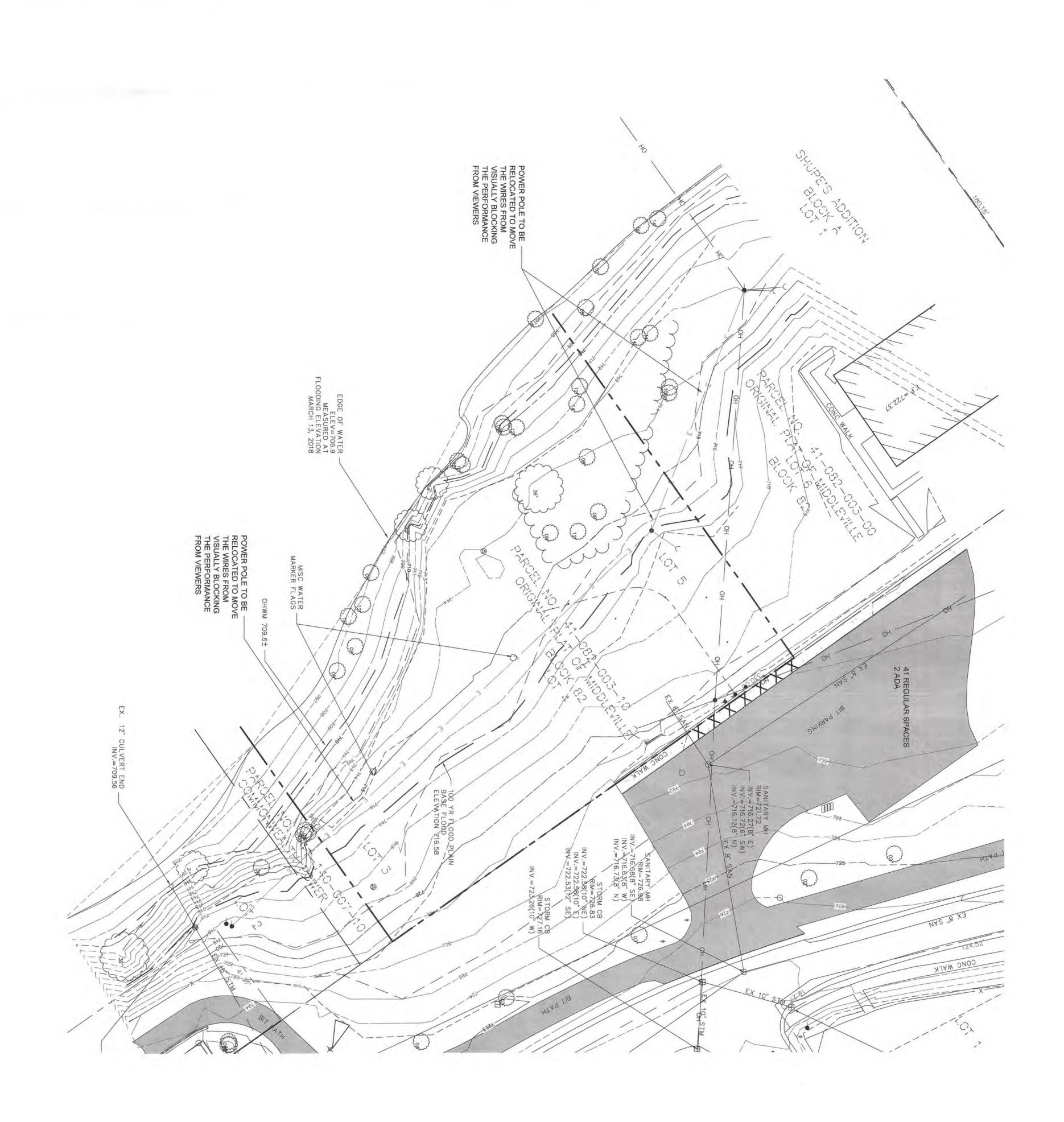


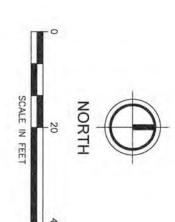
MIDDLEVILLE
RAILROAD STREET, MIDDLEVILLE, MI 49333
PRELIMINARY SITE PLAN - AMPHITHEATER

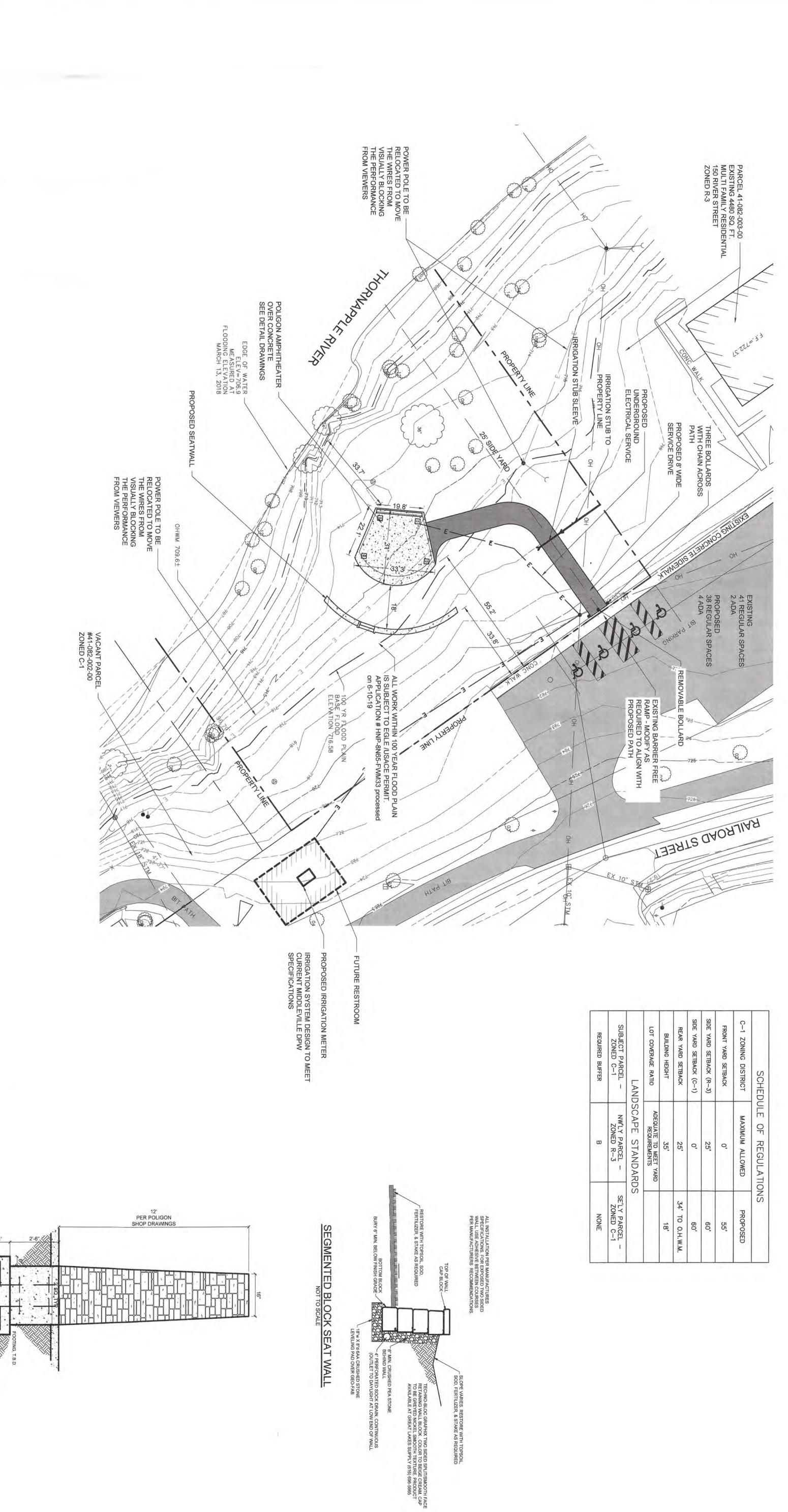
SITE LAYOUT AND CONCEPTUAL GRADING PLAN











Know what's below.
Call before you dig.

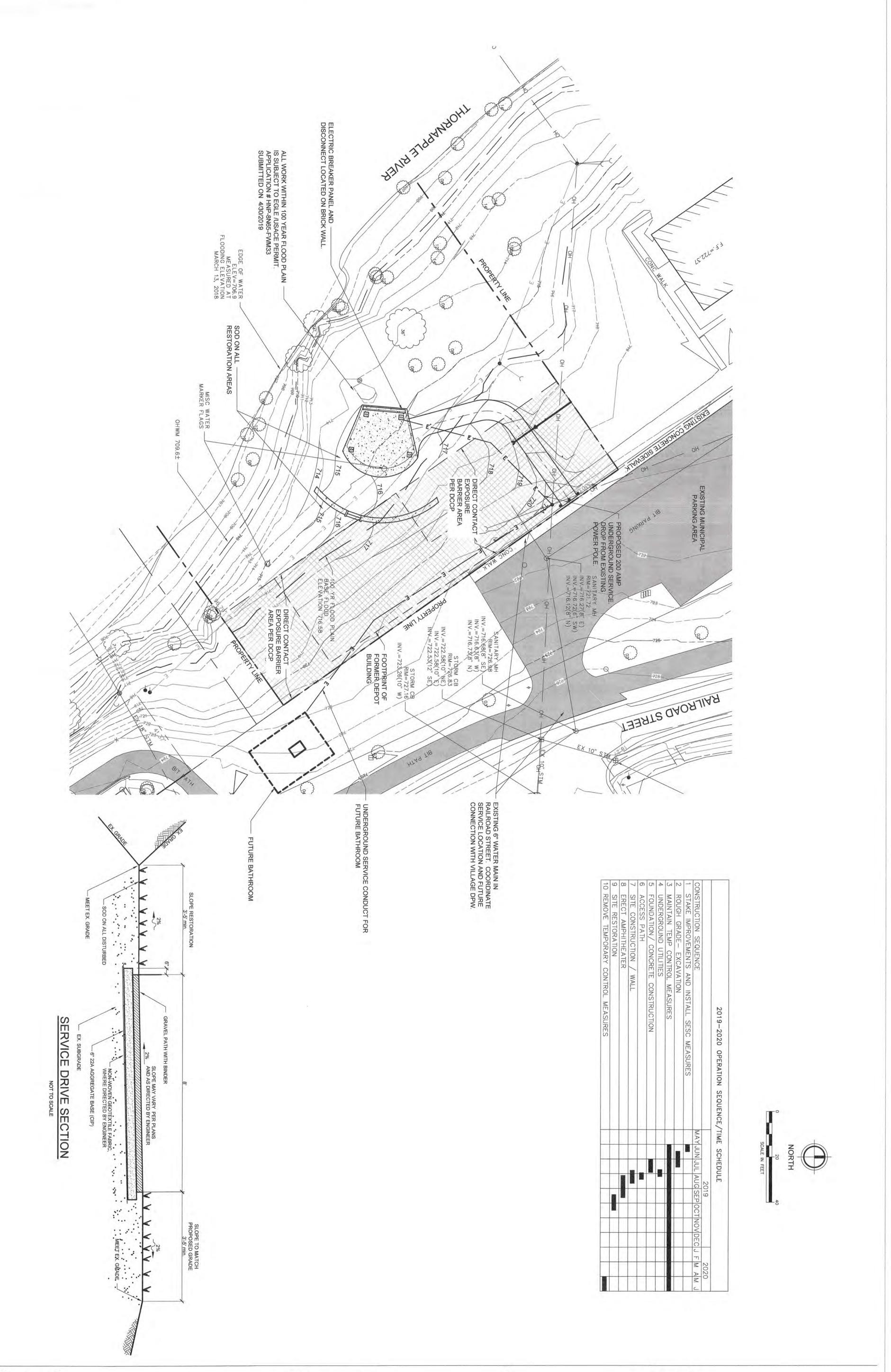
DECORATIVE BRICK COLUMN DETAIL

CONSTRUCTOR

BRICK TO MATCH PAVILION BRICK

MIDDLEVILLE
RAILROAD STREET, MIDDLEVILLE, MI 49333
AMPHITHEATER

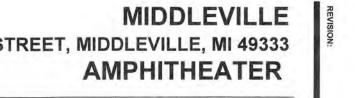
SITE PLAN



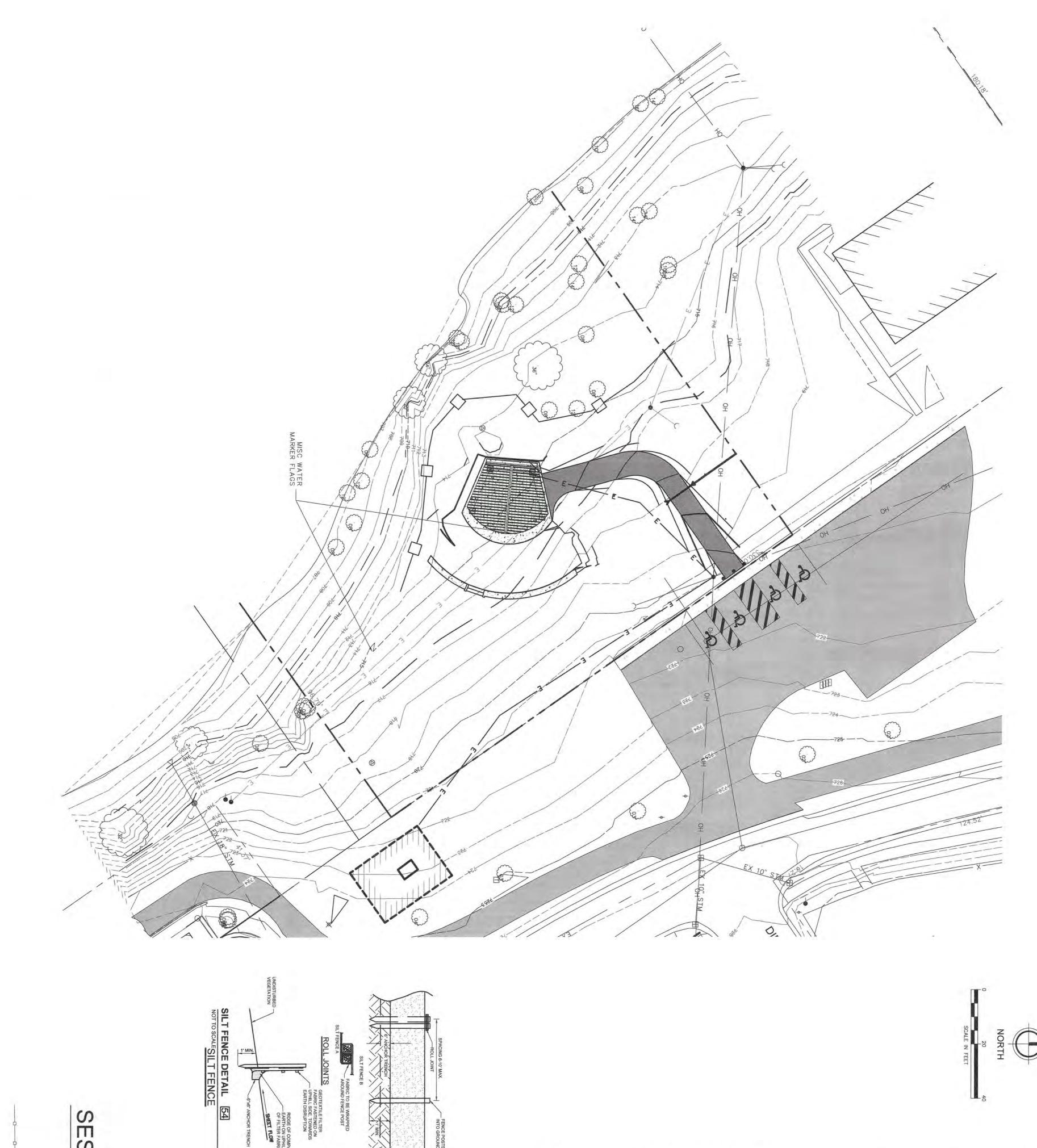


MIDDLEVILLE
RAILROAD STREET, MIDDLEVILLE, MI 49333
AMPHITHEATER

GRADING AND UTILITIES PLAN









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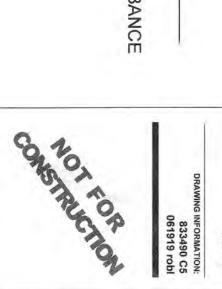
SESC KEY NUMBER

INLET FILTER

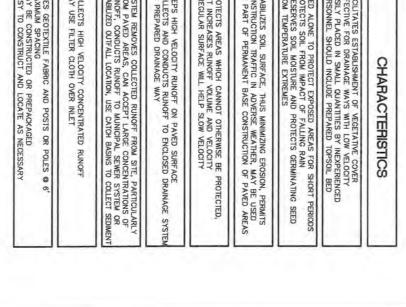
SOIL TYPE BOUNDARY

SILT FENCE

APPROXIMATE LIMITS OF DISTURBANCE



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



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A. SILT FENOE SHALL BE INSTALLED PER DEFAUL.

B. BUILD UP OF SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATES

TO 1-1/3 TO 1-1/2 OF THE HEIGHT OF THE SILT FENOE.

C. FISILT FENOE SHALL BE REMOVED WHEN SEDIMENT STILL

REQUIRED THE SUFFER SHALL BE REMOVED BY DURING A PROLONGED RAIN

PERMIT FENOE SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS.

WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT.

B. BUILDUP OF SEDIMENT AND DEBRIS SHALL BE REMOVED PROMPTLY.

10) INSTALL NIET FILTERS SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS.

WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT.

B. BUILDUP OF SEDIMENT AND DEBRIS SHALL BE REMOVED PROMPTLY.

10) INSTALL DRAIN GUARD ON ALL CATCH BASINS PER DETAIL.

A. INLET FILTERS SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS.

WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT.

B. BUILDUP OF SEDIMENT SHALL BE REMOVED DROMPTLY.

11) INSTALL DRAIN GUARD ON ALL CATCH BASINS PER DETAIL.

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WITHIN 24 HOURS OF RAINFALL AND DURING A PROLONGED RAIN EVENT.

B. BUILDUP OF SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATES.

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12) INLET SEDIMENT TRAPS AND ALL DITCH SEDIMENT TRAPS SHALL BE INSPECTED DAILY. THE SEDIMENT TRAPS SHALL BE CLEANED OUT WHEN HALF-FULL.

13) THE ROAD REGISTER WHEN HALF-FULL.

14) THE ROAD RIGHT OF WAY MUST BE SEEDED AND MULCHED WITHIN 5 CALENDAR DAYS AFTER UTILITIES.

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22) FINAL GRADE, ESTABLISH VEGETATION AND OR LANDSCAPE ALL DISTURBED AREAS NOT BUILT OR PAVED UPON.
23) REMOVE ALL TEMPORARY SOIL EROSION DEVICES AFTER PERMANENT STABILIZATION IS ESTABLISHED.

SESC AND MAINTENANCE NOTES

1) THIS PROJECT SHALL BE CONSTRUCTED IN COMPLIANCE Y
THE SOIL EROSION AND SEDIMENTATION CONTROL ACT
2) EROSION AND ANY SEDIMENTATION CONTROL ACT IL EROSION AND SEDIMENTATION CONTROL ACT AND MDOT SPECIFICATIONS.

IL EROSION AND SEDIMENTATION CONTROL ACT AND MDOT SPECIFICATIONS.

IN AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND LOWED TO COLLECT ON ANY OFF SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH ALL AN DMAN-MADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.

GOF THE WORK WILL BE DONE BY THE LANDOWNER'S REPRESENTATIVE AS DIRECTED IN THESE AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED EARTH CHANGE.

NDOWNER'S REPRESENTATIVE SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF NOSION AND SEDIMENTATION CONTROL DEVICES.

NDOWNER'S REPRESENTATION CONTROL DEVICES.

NDOWNER'S REPRESENTATION SHALL IMPLEMENT AND MAINTAIN THE SOIL EROSION ON THIS PROJECT. DIFFICATIONS OR ADDITIONS TO SOIL EROSION CONTROL REAS SHOWN ON THE PLANS BEFORE, AND AT TIMES DURING CONSTRUCTION OR THIS PROJECT.

NDIFICATIONS OR ADDITIONS TO SOIL EROSION CONTROL MEASURES DUE TO CONSTRUCTION OR ED CONDITIONS SHALL BE COMPLIED WITH AS REQUIRED OR DIRECTED BY THE WAYNE COUNTY OF TAILTORITY.

SOIL EROSION AND SEDIMENT CONTROL PLAN

2960 Lucerne Drive SE Grand Rapids, MI 49546 P: 616.977.1000 F: 616.977.1005 FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

