

City of St Clair
Request for Proposal
Skate Park Landscaping Project
RFP # 003-2011-RFP-SPL

November 22, 2011

The City of St Clair Parks and Recreation Department is soliciting proposals for skate park landscaping improvements, specifically the rough grade of BMX bike track area, application of screened topsoil, fine grade and seed application, fertilizer application, cover and stabilization of restoration area. Proposals will be accepted until bid opening at 2:00 PM on Friday December 9, 2011. This project will need to be completed by May 1, 2012. The City will oversee the project and determine final acceptance upon completion of the required work.

Specifications for the project are as follow:

- Rough grade of BMX track area. This work shall include removal of rocks and debris greater than 1 inch.
- Place screened topsoil in all areas not bounded by the BMX track, 2 inches in depth.
- Fine rake and seed with MDOT mix, minimum of 5 pounds per 1,000 square feet (fertilizer application, minimum of 5.5 pounds per square 1,000 feet).
- All seeded areas to be covered; stabilized with straw blankets and pinned as needed.

SPECIFICATIONS

PERFORMANCE STANDARDS

1. This work consists of landscaping adjacent to the existing BMX bike track at Greig Park, located on N. Carney Drive in the City of St Clair.
2. All activities performed under this contract with the City of St Clair shall conform to the most current standards for landscaping, seeding and fertilizer application.
3. All activities performed under this contract with the City of St Clair shall conform to the most current standards for safe equipment and machinery operations.
4. All work shall be conducted with proper consideration to weather and building conditions. Work shall not be performed in adverse weather conditions, or if conditions would be compromised by performance of such work.
5. For all work conducted at the above project location, proper care and consideration shall be given as to not cause damage to existing infrastructure or other features. Should damage be caused by contractor through the performance of installation work, it shall be the responsibility of the contractor to repair said damage at their expense.
6. It shall be the responsibility of the contractor/bidder to verify all measurements included in this RFP prior to bid submission.

PROTECTION OF UTILITIES

1. The Contractor shall protect all utilities from damage and shall immediately contact the appropriate utility if damage should occur. Contractor shall be responsible for all claims for damage due to Contractor's operations.

CLEAN UP / WASTE REMOVAL

1. All waste and / or nonhazardous debris produced under this contract with the City of St Clair shall be removed from the job site by the Contractor and disposed of properly.
2. Inspection of work areas will be done by the City of St Clair before and within 24 hours of work completion. Contractor will be notified of any damages that the City of St Clair perceives to have been caused by Contractor.

WATERING SCHEDULE

1. The project watering schedule shall be coordinated with the City, and it shall be the responsibility of the contractor to ensure the best performance standards to establish growth of grass surface. Watering shall utilize the pre-installed City-owned irrigation system.

SPECIFIC INSTRUCTIONS TO BIDDERS

Sealed proposals will be received by the City of St Clair Boat Harbor Skate Park Landscaping Work. Specific details for this bid may be found in the Request for Proposals #003-2011-RFP-SPL. All bids must be received by the Office of City Clerk, City of St Clair, 547 N. Carney Drive, St Clair, Michigan 48079 by no later than 2:00 p.m. on Friday December 9, 2011. The City of St Clair retains the right to accept or reject (in part or whole) any and all bids received. Any proposal wishing to be withdrawn by the bidder must be done in writing prior to the time of bid opening on the above listed date. Any bid award is subject to review and approval by the St Clair City Council. All bid results will be made available to the public after the RFP is awarded. Proposals must remain in effect for a minimum of 6 months unless otherwise noted elsewhere in the RFP documents.

BID DOCUMENTS: are available upon receipt of this invitation over the Internet web site: www.cityofstclair.com. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at www.adobe.com. Businesses without Internet Access may contact the Office of the City Clerk at: 810-329-7121 for this information.

REPLIES: All proposals must have the bid number clearly identified on the outside of the envelope. Proposers not marking the envelopes with the RFP number and due date/time on the envelope will have no recourse against the City of St Clair or its employees. Such proposals run the risk of the RFP being opened prior to the scheduled due date & time without proper identification. No fax or email proposals will be accepted.

FREIGHT/POSTAGE/DELIVERY: Bidder shall be responsible for all freight/shipping/delivery fees in submission of their respective proposals.

QUESTIONS: Request for interpretation of any portion of the RFP may be made by telephone to the Office of the City Engineer at: 810-329-7121. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the RFP by the City Engineer) will be made available on the City's web site as an addendum.

NON-COLLUSION STATEMENTS: In order for proposals to be considered, a non-collusive statement must be submitted with the proposal. A sample non-collusive bid statement is attached. Proposers may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS: All proposals shall be submitted in the form and manner as indicated by the documents and forms. Any proposal which is not submitted in the form and manner indicated by the RFP documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the City of St Clair, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared non-responsive and recommended for rejection. The City of St Clair shall not be responsible for any errors or omissions of the Offeror.

TAXES: The City of St Clair is exempt from the payment of taxes imposed by Federal government and/or the State of Michigan.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of St Clair upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Michigan and the Federal government and local laws, ordinances and regulations of the City of St Clair. No Bidder shall be in default of any tax or payment to the City of St Clair at time of RFP submission, or during the course of any RFP award. Contractor will comply with the provisions of all state and Federal Fair Employment Practices and Labor Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City in a manner that is in the best interest of, and best advantage to the City, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language wording is determined at any time, including after award, by the City not to be to this contract, then the term, condition, and or language wording may be disregarded, even though an addendum has not issued. However, if the City determines that the term, condition, and/or language wording is applicable in part, then the term, condition, and/or language wording will apply to the degree applicable, even though an addendum may not have been issued.

RESPONSIBILITY: The Contractor shall hold the City of St Clair, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopied composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of St Clair, its agents and employees from any and all liability arising out of the successful bidders operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of St Clair (i.e. all floors, furniture, grass, land, etc.) and homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s)/service(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of ten (10) working days, cumulative or consecutive.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of St Clair or its designated representative based on actual need or performance.

QUALITY: The City of St Clair reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agents opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLE DOCUMENTS: The bidder shall provide as part of this RFP, to the City of St Clair, samples of all invoices, quotation or work order forms to be used in the execution of this contract. Sample documents shall become part of the RFP and will not be returned to the bidder.

VEHICLE INSPECTION: All motor vehicles and equipment to be used in the execution of this contract shall be in a safe operating manner, and shall be subject to the inspection by Chief of Police and Director of Public Services for the City of St Clair. Any piece of equipment deemed to be unsafe shall be either repaired or removed from service.

AWARD: It is the intent to award this bid in its entirety to one bidder; however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder. In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service. Documents previously submitted to the City of St Clair will not be considered as satisfying submission requirements for this bid. No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond or Irrevocable Letter of Credit in the amount of \$5,000. Said performance bond or letter of credit must be in favor of the City of St Clair and executed by a surety company or financial institution authorized to do business in the State of Michigan.

INSURANCE:

Certificate of Insurance: All bidders must provide to the City of St Clair upon submission of this RFP a valid certificate of insurance. The Contractor shall procure and maintain, during the life of this agreement, Owner's and Contractor's Protective Liability and Property Damage Insurance in the name of the owner in an amount not less than \$1,000,000 per each occurrence for injuries, including accidental death, to each person and subject to the same limit for each person in an amount not less than \$1,000,000 on account of each accident, and property damage in an amount not less than \$1,000,000 on account of each accident and \$3,000,000 aggregate. This policy shall include, by specific endorsement, the City of St. Clair as an additional insured.

The insurance company covering the firm must be licensed to do business in the State of Michigan and have a Best's Guide rating of "A+" or higher.

Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Worker's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors engaged in hazardous work under the contract at the site of the work is not protected under the Worker's Compensation statute, the contractor shall provide Worker's Compensation Insurance for the protection of employees not otherwise protected.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Michigan or requested by an official of the City of St Clair as relates to the contract.

Additional Security: The City of St Clair reserves the right to require successful bidders to enter into such security arrangements as are deemed necessary to protect the City of St Clair, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of St Clair reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper utility officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of St Clair and that awards made prior to said approval are subject to cancellation.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of St Clair or its designated agent.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon ten (10) days notice to the bidder.

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, depose and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for proposal for _____;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of St Clair or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this
_____ day of _____, 20____.

Notary Public

My commission expires _____

**City of St Clair
Skate Park Landscaping Project
Bid Proposal**

<u>Task Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Total Price</u>
Rough Grade	Lump Sum	1 (one)	_____	_____
Place topsoil, seed and fertilizer	Sq Yard	_____	_____	_____
Fine rake and placement of straw blanket(s)	Sq yard	_____	_____	_____
Total of all Bid Pricing:				_____