

**CITY OF MILAN
REQUEST FOR PROPOSALS
INSTRUCTIONS TO BIDDERS**

**Design, Furnish and Install a New Splash Park
BID OPENING: May 29, 2019
at 10:00 a.m. Eastern Time**

1. Unless otherwise specified, two original signed copies of the Bidder's proposal must be submitted.
2. Bidders must carefully read and thoroughly comply with these Instructions to Bidders, the Terms and Conditions, and the Specifications (together, the "Invitation to Bid"). The Instructions to Bidders, Terms and Conditions, Specifications, and the Bidder's proposal, including all attachments and accompanying documents, shall become part of the contractual agreement entered into with the successful bidder.
3. Proposals shall include all applicable taxes, licensing, permitting, regulatory, import and other fees and costs applicable to the contract (the "taxes and fees"). Generally, the City is exempt from State and Federal taxes. In the event that taxes and fees must be paid on any materials or work necessary to complete the contract, the Bidder shall bear the cost and responsibility of all such taxes and fees and must take such costs into account in submitting its proposal. To the extent any taxes and fees apply, they must be separately identified and itemized in the proposal.
4. The Bidder shall be required to comply with all provisions of the Federal Davis-Bacon Act (Federal prevailing wages): Yes No
5. The Bidder shall be required to comply with all Community Development Block Grant requirements: Yes No
6. The City reserves the right to award the bid in whole or in part, to reject any or all proposals, to waive informalities, and to negotiate the terms of the proposals with a Bidder of the City's choosing.
7. Bidders shall submit their proposals, including additional documentation as is necessary or appropriate, by the date and time specified (*no exceptions will be made*) in a sealed envelope addressed as follows:

City of Milan Proposal for Design, Furnish and Install a New Splash Park

147 Wabash Street
Milan, Michigan 48160-1594

8. Failure to properly address or deliver the proposal may result in premature opening and disqualification of/or failure to open and disqualification of the proposal. The Bidder assumes all risks regarding the City's receipt of the proposal and the proposal's compliance with the Instructions to Bidders and the Terms and Conditions.

CITY OF MILAN

TERMS AND CONDITIONS

Design, Furnish and Install a New Splash Park

1. PREPARATION OF BIDS/PROPOSAL:

- a. Any person contemplating submitting a proposal in doubt as to the true meaning of any part of the request for proposals may submit a written request for clarification to the City, attention Purchasing Division. Persons submitting requests for clarification will be responsible for its prompt delivery. Any interpretation or clarification will be made only by written addendum duly issued by the City. A copy of each addendum will be mailed or delivered to each person in receipt of the request for proposals.
- b. In responding to this request for proposals, each Bidder shall furnish all information required and such information shall be furnished on the forms contained herein, if any.
- c. The Bidder's proposal shall not contain any condition purporting to limit the Bidder's liability for damages, actual, consequential or otherwise, to the price of the contract, and any such condition shall be null, void, and of no force or effect.

2. SUBMISSION OF BIDS/PROPOSALS:

- a. Each bid shall include a description of the Bidder, the state in which it is licensed to do business (if other than Michigan), and shall include the names, resumes, and experience of the personnel to be assigned to this project. The City at its reasonable discretion may require further information from the Bidder, including detailed financial information, which information shall be promptly provided.
- b. Proposals shall remain valid for at least ninety (90) days from the date set for bid opening.
- c. Prior to the date and time set for bid opening, Bidders may withdraw their proposal by giving written notice to the City, attention Purchasing Department. After the date and time set for bid opening, no bid may be withdrawn or canceled.
- d. Any alternate bids that are submitted may be considered, in the sole discretion of the City.
- e. All bids must be accompanied by a bid deposit in the amount of \$____. The bid deposit of the successful Bidder will be held until the contract has been duly executed by the City. The amount of the bid deposit may be forfeited to the City as liquidated damages upon the refusal or neglect of the Bidder to proceed. Bid deposits of unsuccessful bidders will be returned by the City within forty-five (45) days after the date set for bid opening.
- f. Bidders are advised that after the date and time set for the opening of bids, all proposals and information submitted with their bid will constitute public records subject to disclosure under the Michigan Freedom of Information Act.
- g. Bidders are solely responsible for any and all costs to prepare their bid, including any site visits and engineering analysis.

3. CONSIDERATION OF BIDS/PROPOSALS:

- a. The City Administrator and the City Parks and Recreation Director shall each be authorized to represent the City in all matters pertaining to this Request for Proposals, provided however, that final approval and award of the bid, if any is made, shall be by official action of the City Council.
- b. Proposals varying from the Specifications will only be considered when such substitutions are clearly identified and described in the Bidder's proposal. The determination of whether to consider such substitutions shall be at the City's sole discretion.

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number or specific reference, it is understood that the Bidder proposes to furnish the specific item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated by submission of the Substitution Proposal form. Bids of "equal" items will only be considered when the Bidder's proposal clearly identified and described the proposed "equal" to be furnish, including such information as condition, quality, warranty, and price.

- c. Every bid shall include a sworn statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any City official or City employee, and disclosing any substantial interest held by any City official or City employee or their immediate family in the Bidder's business. The sworn statement shall be in the form of the Bidder Disclosure Statement included in this Invitation to Bid. The City will not accept a bid that does not include this sworn disclosure statement.

4. FAIR EMPLOYMENT PRACTICE AND NON-DISCRIMINATION:

The Bidder and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The Bidder shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.

5. COMPLIANCE WITH FEDERAL, STATE AND MUNICIPAL LAWS:

Bidder shall comply with all Federal, State, and municipal laws, rules and regulations in the performance of the contract and in the employment of persons, and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon the City's request, evidence of compliance with any law and the payment of any fee, tax or charge. Bidder will defend, indemnify and hold harmless the City against any and all claims, charges, liens, garnishments and levies arising out of Bidders failure to comply as required by this paragraph.

6. INDEMNIFICATION

Bidder shall to the fullest extent permitted by law indemnify, defend and hold harmless the City of Milan and its elected and appointed officials and officers, agents, servants, employees and successors from and against any and all liabilities, claims, causes of action or lawsuits seeking damages on account of personal injury or death to any person, including employees of the Bidder, or property damage, including claims for loss of use which arise out of performance of the contract by the Bidder or its subcontractors. The Bidders defense, indemnity, and hold harmless obligation shall include:

- a. Indemnify even if damages sought were caused in part by the negligence or fault of City or any of its officials, employees, agents or officers.
- b. Indemnify for all damages and judgment interest, all costs and fees, including attorney's fees, relating to or arising out of any claim, cause of action or lawsuit requiring indemnity by the Bidder.
- c. All expenses incurred in securing indemnity from the Bidder if the Bidder wrongly refuses to fulfill any of the indemnity obligations assumed under this contract.
- d. This section shall not be read as to require the Bidder to defend the City or any other party from claims, or to assume any liability or indemnify the City or any other party for any amount greater than the degree of fault of the Bidder.

The Bidder shall also, at its expense, indemnify, defend and hold harmless the City and its elected and appointed officials and officers, agents, servants, employees and successors from and against any and all claims against the City for alleged infringement of any United States patents related to components, equipment, or hardware manufactured, installed, or provided by the Bidder as part of this contract.

7. INSURANCE PROVISIONS

Contractor shall purchase and maintain the following minimum insurance policies throughout the term of the contract from insurance companies duly licensed and authorized to conduct business in Michigan, and shall provide to the City with certificates of insurance, demonstrating compliance with this provision:

- A. Statutory Worker's Compensation and Employers Liability Insurance as required by law.
- B. Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Products and Completed Operations; (B) Broad Form General Liability Extensions or equivalent, plus a one million dollar "follow form" umbrella policy, to protect Contractor and the City against liability or claims of liability which may arise out of Contractor's (including Contractor's employees and agents) performance under this Contract. In addition, Contractor agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by the City shall be excess and non-contributory.
- C. Additional Insureds: Commercial General Liability, as described above, shall include an endorsement stating the following shall be *Additional*

Insureds: The City of Milan, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insureds, whether any other available coverage be primary, contributing or excess.

- D. Contractor shall furnish the City with a certificate issued by the insurance company indicating such coverage is in effect during the entire term of this contract and shall furnish the City with a complete copy of such policy(ies) upon the City's request. Each such insurance policy shall contain a provision prohibiting its cancellation or expiration, or the reduction of its coverage limits, without at least thirty (30) days' prior written notice to the City. In the event that Contractor shall fail to obtain or maintain in force any insurance required hereunder, the City, in its sole discretion, may deem Contractor to be in default or may, but shall not be required to, procure and pay for such insurance on Contractor's behalf, and the sums so paid shall be deducted from Owner's payment to Contractor for work performed under this contract.
- E. Adequate property insurance for Contractor's equipment and personal property.
- F. For any motor vehicle owned or leased by it, General Liability, Comprehensive and Property Damage Insurance with \$1,000,000 combined single limits, per occurrence and in the aggregate, and if needed, casualty insurance.

8. USE OF PREMISES

- a. Bidder shall keep the premises and the work which this contract relates free and clear of all claims and mechanic liens, and will promptly pay for all labor (including social security contributions and applicable fringe benefits), material and services used in connection with this contract. Bidder shall furnish the City with such certificates of payment, waivers of claims (including claims against any payment bond), waivers of mechanics liens, releases and sworn statements in form satisfactory to the City when submitting request for payment for work completed.
- b. Bidder shall not use or permit any of their employees to use any equipment, hoists, staging, scaffolds, or any other material or equipment belonging to the City without prior written consent.

9. INCORPORATION OF TERMS OF BID DOCUMENTS

- a. The terms set forth in the Instructions to Bidders, the Terms and Conditions, the Specifications, the Invitation to Bid, addendums thereto, if any, and the Bidder's response to the Invitation to Bid, including all attachments and materials submitted therewith, are all hereby incorporated into this contract in full by reference.

10. MISCELLANEOUS

- a. The Bidder agrees that the City of Milan, the Federal grantor agency and its governmental affiliates, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, during regular business hours, to any books, documents, papers and records of their company which are directly pertinent to this agreement, for the purpose of making audits, examinations, excerpts and transcriptions. The company shall maintain all records for three years after all pending matters under this agreement are closed, during which period this provision shall survive the completion or any termination of this contract.
- b. The Bidder shall notify the City of the names and addresses of all subcontractors to be employed on the project. Bidder agrees that City has the right to reasonably approve or disapprove any subcontractors performing work for the Bidder on this contract.
- c. In performing its duties, Bidder shall at all times act in the capacity of an independent contractor and not as agent of the City.

11. ALTERNATIVE DISPUTE RESOLUTION

Unless the parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to the contract shall be subject to mediation as provided herein as a condition precedent to litigation:

- a. The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within seven (7) days after the claim arises in which to discuss and attempt to resolve the claim.
- b. In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The parties may, by mutual written agreement, extend the time periods required under this subparagraph.
- c. The purpose of mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
- d. In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recover of claims at law.
- e. During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

12. SEVERABILITY OF CONTRACT

In the event any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this contract, but this contract shall be construed as if such invalid or unenforceable provisions had never been contained. Further, in the event that any provision of this contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

13. NO WAIVER OF SUBROGATION

This contract shall not contain a waiver of subrogation.

14. AMENDMENTS TO CONTRACT

When awarded, the contract shall not be changed, modified, altered, or amended in any respect without the mutual written consent of the Bidder and the City.

15. PERFORMANCE OF THE CONTRACT

The Bidder shall furnish at its own cost and expense all labor, tools, equipment and materials necessary to expeditiously complete the contract, and all work and performance shall in a good and workmanlike manner, and shall be in conformance with generally accepted standards for quality, skill and construction of similar work. The Bidder shall assure that no work is defective, that all materials and equipment provided are in good and working order, and that all work and materials have been performed and provided in accordance with this contract and completed on schedule.

16. INSPECTION

The City may on occasion assign an inspector to review the Bidder's performance for the purpose of determining compliance with the specifications and maintaining records, including the time records for service charges and allocation of appropriate amount of labor and equipment for the work assigned. Any work or materials found to be defective, substandard or not in accordance with the provisions of this contract shall be repaired or replaced to the satisfaction of the City at the sole expense of the Bidder.

17. CERTIFICATION REGARDING IRAN-LINKED BUSINESS

By submitting its proposal, the Bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

18. PAYMENTS

The Bidder may periodically submit invoices for services rendered under this contract to the City no more frequently than on a monthly basis. The City shall review and arrange for prompt payment of properly submitted invoices generally within thirty (30) days of actual receipt of the invoice. The Bidder understands that the City is a governmental unit and the approval process for such payments requires approval by the City Council.

19. DEFAULT

Except as otherwise provided herein, if either party fails to carryout the obligations set forth herein or fails to meet the requirements of this contract, they shall be given a written notice describing the failure and shall be given ten (10) days to remedy such failure. Failure to promptly remedy the failure, shall give the non-defaulting party the right to immediately terminate this contract and permit the non-defaulting party the right to seek its remedies as may be available under this contract or the law.

20. TERMINATION BY BIDDER

If the City fails to make payment for work within forty-five (45) days of receipt of an invoice from Bidder, the Bidder may, upon seven (7) additional days' written notice to the City, terminate this contract and recover from the City payment for work executed including reasonable overhead and profit on work executed, and reasonable costs incurred by reason of such termination.

21. TERMINATION BY CITY

The City may, at any time, upon ten (10) days written notice to Bidder, terminate this contract for the City's convenience and without cause. The Bidder shall be entitled to

receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit, but shall not be entitled to any compensation for work not executed.

22. JURISDICTION

This contract shall be subject to the laws of the State of Michigan.

Bidder hereby agrees to all of the terms and conditions set forth in the Instructions to Bidders, the Terms and Conditions, the Specifications, the Invitation to Bid, and addendums thereto, if any.

Duly signed and authorized by the Bidder on this _____ day of _____, 20__.

SIGNED: _____

Title: _____

Bidder: _____

Address: _____

Email: _____

Phone: _____

This contract is hereby duly awarded to the Bidder on this _____ day of _____, 20__.

CITY OF MILAN

By: _____

Dominic Hamden, Mayor

By: _____

Lavonna Wenzel, City Clerk

BIDDER DISCLOSURE STATEMENT
Design, Furnish and Install a New Splash Park

Disclosure of Familial Relationship

The Bidder hereby represents and warrants, except as provided below, that no familial relationship exists between the owner(s) or any employees of the Bidder and any City official or City employee.

List and describe any familial relationships: _____

Disclosure of Substantial Interest in Business

The Bidder hereby represents and warrants, except as provided below, that no City official or City employee or their immediate family has any substantial interest in the Bidder's business.

List and describe any substantial interest held by a City official, City employee, or their immediate family in Bidder's business:

I certify and swear that to the best of my knowledge, information and belief the above information is true, accurate, and complete.

Signed: _____
Title: _____
Bidder: _____
Dated: _____

**Specifications and Pricing
Design, Furnish and Install a New Splash Park**

REQUIREMENTS:

The City of Milan, Michigan seeks a qualified firm/individual to design, furnish and install a new splash park for Wilson Park. All interested firms/individuals are invited to submit their proposals, in the form specified by this Request for Proposal.

PRICING: The proposed splash park should not exceed \$175,000.

OVERVIEW OF PROJECT

Wilson Park is located at 89 Wabash Street, Milan, Michigan 48160. The park is a large community park that contains playground equipment, pavilions, sports fields, disc golf, basketball courts, and walking/jogging trails. Many years ago Wilson Park contained an outdoor pool but due to the ongoing cost and condition of the pool it was removed. In recent years there has been an interest in the community for a splash pad.

This RFP is seeking a firm to design, furnish and install a splash park at Wilson Park.

The proposal should reflect all costs associated with the project.

4. SPECIFICATIONS & GENERAL SCOPE OF WORK

Generally, it is anticipated that the selected Contractor will provide new splash park equipment as specified below, for Wilson Park. The Contractor would be expected to provide all equipment, design, installation and transportation to the site, in accordance with the following requirements:

- Splash park shall be approximately 45-feet by 60-feet in area which shall include a dry concrete apron.
- The contractor will design-build and install a water feature to include sprays and/or stream jets, ground features and all appurtenances to operate the system in Wilson Park
- The contractor will include a site plan that so that the spray park is appropriately integrated into the surrounding park. Map included with general area for installation.
- The contractor is responsible for obtaining any and all permits necessary for completion of the project.
- The contractor will furnish all equipment and labor
- The contractor will construct a brushed concrete pad with color additives.

- The contractor will construct any sidewalks needed to connect the spray park to the existing walkway.
- All exposed components shall be adequately coated to resist rust and guard against degradation from UV exposure.
- All components, heads, spray nozzles and other items shall be constructed of materials resistant to vandalism, deterrent to theft, require special tools for removal and free from degradation in transmitting pressurized, chemically treated, potable water. Components, heads and nozzles constructed of Stainless Steel, Bronze or Red Brass shall be given preference.
- Installation of activation post to be located at or near the water feature or splash park.
- Installation of a flow-through/potable system will be required to tie into the water system and will drain into the City's storm system.
- System will need to set up to properly drain for repairs and winterization. If a gravity drain cannot be accommodated, a sump pump that drains the entire system shall be installed.
- Control panel and Custom Manifold, including engineering to be included with above ground enclosure.
- The contractor will test the system for proper operation.
- The contractor will provide instructions on the proper operation of the new system.
- The contractor will provide the city staff with proper winterization procedures onsite at the close of the first year operations.
- The contractor will provide the city staff with a list of all materials and products used for this project.
- The contractor will provide two (2) sets of operation and maintenance manuals with drawings of the installed splash park.

The City will provide all utilities to the project site. The contractor will be responsible for connecting the newly installed equipment to the utilities provided by the City.

All site work will be performed by the contractor.



Splash Park Location

Other locations will be considered with proposals

Imagery ©2019 Google, Map data ©2019 Google 50 ft

ATM Express
City Hall of Milan

Google

Wabash St

Wabash St

Wabash St

Wabash St

CITY OF MILAN

REFERENCES

Design, Furnish and Install a New Splash Park

Reference #1

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

Reference #2

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

Reference #3

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	