



49045 Pontiac Trail  
Wixom, MI 48393

**REQUEST FOR PROPOSAL**

**Design & Construction Engineering Services for  
Reconstruction and/or Repair of Potter Road  
from Wixom Road to Beck Road**

**Deadline: Wednesday, July 24, 2024 at 10:00 AM**

Proposals must be submitted to the:

City Clerk, City of Wixom  
49045 Pontiac Trail  
Wixom, MI 48393

The City of Wixom is a participating agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at <http://www.mitn.info> to view Bid/RFP announcements and/or specifications for this and all open Bids and RFPs for the City of Wixom.

City of Wixom Contact: Tim Sikma (248) 624-0141 or [dpwadmin@wixomgov.org](mailto:dpwadmin@wixomgov.org)

**The City of Wixom reserves the right to reject all Bids in its sole discretion. The City of Wixom reserves the right to reject any and all Bids in whole, or in part and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom whether or not the proposal selected is the lowest monetary proposal received. The City of Wixom reserves the right to waive the interview process and evaluate bidders based on the Proposals, Qualifications and Fee Schedules alone.**

# Table of Contents

- SECTION 1. INVITATION TO BID .....3**
- SECTION 2. BIDDER INSTRUCTIONS .....3**
- SECTION 3. GENERAL CONDITIONS.....7**
- SECTION 4. GENERAL SCOPE OF WORK .....8**
- SECTION 5. TIMELINE REQUIREMENTS .....10**
- SECTION 6. AWARDED CONTRACT REQUIREMENTS.....10**
- SECTION 7. PRODUCTS AND SERVICES SPECIFICATION.....14**
- SECTION 8. SYSTEM DOCUMENTATION & WARRANTY .....14**
- Appendix A - Bid and Contract Signature Page & Line-Item Costs.....15**
- Appendix B - City of Wixom Qualifications Questionnaire.....17**
- Appendix C - Contractor Insurance Addendum.....20**

APPENDIX A: BID SIGNATURE PAGE & LINE-ITEM COSTS

APPENDIX B: QUALIFICATIONS QUESTIONNAIRE

APPENDIX C: INSURANCE COVERAGE REQUIREMENTS

## REQUEST FOR PROPOSAL

INTRODUCTION. Design & Construction Engineering Services for Reconstruction and/or Repair of Potter Road, from Wixom Road to Beck Road. The specifications provided by the successful bidder shall meet or exceed all requirements described in this RFP and any additional Bid documents provided by the City.

### SECTION 1. INVITATION TO BID

- A. **OBJECTIVE.** The City of Wixom, invites qualified engineering firms to submit Proposals for Design & Construction Engineering Services associated with the Reconstruction and/or Repairs of a one (1.0) mile section of Potter Road from Wixom Road to Beck Road for the 2025 construction season.

The construction phase of this project will primarily use local funding sources. The anticipated letting date is in January 2025 with the majority of the work to take place during the 2025 construction season. Bidder must acknowledge that there is a possibility that the project may extend into 2026.

- B. **PURPOSE.** The intent of this document is to provide qualified engineering consultants with sufficient information to enable them to prepare and submit proposals for consideration to the City of Wixom for design and construction engineering services. The successful Bidder will be approved by the Selection Committee, based on the evaluation of the submitted qualifications of the Consultant's team, past project experience, fee proposal and interview, if deemed necessary.
- C. **SERVICES REQUIRED.** Professional services and staffing for design and construction engineering include, but are not limited to, Design, Construction/Contract Administration, Construction Inspection, Construction Material Testing, Construction Layout/Staking, Constructability Review, Project Engineer and Administrative Support.

### SECTION 2. BIDDER INSTRUCTIONS

- A. **BID OPENING.** All Proposals related to this RFP must be placed in a sealed envelope, labeled as follows: Design & Construction Engineering Services for Potter Road Reconstruction and Repair.

The Proposal will include one (1) original, one (1) copy and one (1) electronic file thumb drive in Portable Document Format (PDF) of the Proposal.

1. Proposals will only be considered via written paper format. No email, facsimile, oral, or other non-written documents will be considered.
2. Proposals not received at the Clerk's Office by the Bid closing time of July 24, 2024, at 10 AM (local time) will not be considered.
3. The Bidder shall be responsible for the timely delivery of the Bid to the Clerk's Office. The City of Wixom will not be liable to any Bidder for any delivery or postal delays. Postmarking of the Bid prior to the closing date, July 24, 2024, will not be a substitute for timely receipt of the Bid.
4. If the City of Wixom Offices are closed due to unforeseen circumstances on the Bid opening date, Bids will be due at the same time on the next day the City Offices

are open.

B. **CLARIFICATIONS AND CORRECTIONS.** General questions or clarifications regarding this RFP should be directed by email to: [dpwadmin@wixomgov.org](mailto:dpwadmin@wixomgov.org) with the subject line clearly stating "RFP Question- Design Engineering Potter Road" no later than July 16, 2024, at 12 PM. Questions received after this date/time will not be considered. All questions, along with their responses, will be posted in MITN by July 18, 2024, by 5 PM.

C. **GENERAL REQUIREMENTS.**

1. The City of Wixom or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
2. This RFP for "Design & Construction Engineering Services- Potter Road Reconstruction and Repair" is not an offer to enter into a contract, but rather a solicitation for Proposals.
3. The City shall provide draft plans associated with this project when the RFP is issued.
4. The City of Wixom reserves the right to reject all Proposals at its sole discretion.
5. The City of Wixom reserves the right to reject any and all Proposals in whole, or in part and accept any Proposal or portion of the Proposal that, in their opinion, best serves the interests of the City of Wixom whether or not the proposal selected is the lowest monetary proposal received.
6. The City of Wixom reserves the right to waive the interview process and evaluate bidders based on the Proposals, Qualifications and Fee Schedules alone.

D. **BID IDENTIFICATION REQUIREMENTS.** The Bid shall include the full legal name of the Bidder, its business address, telephone number and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

E. **MINIMUM PROPOSAL INFORMATION REQUIRED.** All proposals must be organized in accordance with the format listed below. The following represent minimum qualification requirements. Conciseness and clarity of content are emphasized and encouraged. Preferred classifications are engineering firms. Ideal candidates will demonstrate their experience with construction projects consistent with MDOT-Local Agency Program and City of Wixom requirements.

1. **COVER CITATION –**

Proposal Submitted to:  
City Clerk City of Wixom  
49045 Pontiac Trail  
Wixom, MI 48393

Design & Construction Engineering Services- Potter Road Reconstruction and/or Repair

2. **LETTER OF TRANSMITTAL.** The transmittal letter must include the following:
  - a. Brief statement of understanding of the work to be performed and a positive commitment to perform the work within the proposed time period.

- b. Name of the contact person or representative for the firm, their title, address, phone number and email address. State whether the contact person is authorized to bind the firm. If not, indicate who is authorized to sign on behalf of the firm.
3. FIRM PROFILE. Provide a company profile for the primary engineering firm and all partner companies including:
  - a. The name and business address of the firm and principal who would be responsible for the work.
  - b. Current resumes of the proposed project manager and key personnel to be assigned to the project.
  - c. Provide profiles of at least two (2) examples completed in the last ten (10) years that demonstrate your team's expertise in road construction or related projects of similar size and character with approximate construction costs and date completed.
  - d. A list of professional references complete with current names, addresses and phone numbers of at least three (3) projects that can provide information on the Bidder's qualifications and performance. The reference shall have been involved in a similar project with the Bidder.
  - e. Identify the location of the office from which the assigned team will operate.
  - f. An assessment of the anticipated timeline for project completion and statement documenting necessary resources will be available in the time frame proposed.
4. STATEMENT OF WORK. Identify and outline what the firm proposes to do. Describe your firm's approach to performing the specific services required. Define the specific deliverables you will provide.
5. PROJECT APPROACH & PRELIMINARY MILESTONE WORK PLAN. Describe your firm's overall proposed approach to the project and the scope requirements indicated in this RFP. Provide a milestone work plan which outlines your approach including project dates, schedules, Public meeting(s), Pre-Construction meeting, progress meetings and ability to obtain information from the stakeholders such as Oakland County, City of Wixom, EGLE, and Road Commission for Oakland County.
6. FEE PROPOSAL. The fee proposal must be submitted in a separate envelope and as a separate PDF document. The fee proposal should expand on #5 above and include a specific list of anticipated resources and respective costs for each. Any proposal not complying with this requirement may be subject to disqualification.

A lump sum fee proposal must be submitted for the construction engineering services. Provide a breakdown of the fee by item listed in the Scope of Work. Fee quotations are to include the names, title, hourly rates, overhead factors and any other details by which the overall and project element costs have been derived. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

The proposal should also include an itemized list of all reimbursable costs related to this project. This cost shall be represented as a not to exceed amount and billed at actual costs. These costs include, but are not limited to, computer plotting, printing, express mail

and all travel costs. No premium or add-on costs to expenses are permitted. The Consultant shall submit copies of all receipts with the invoices.

The total fee proposal may be adjusted after negotiations with the City of Wixom and prior to signing a formal contract, if justified.

- F. **DEFINITIONS.** The foregoing definitions apply to this Request for Proposal (RFP) only.
1. City – The City of Wixom, including all operational locations.
  2. Bidder(s) – The business entities and/or person(s) submitting the Proposal.
  3. Bid(s) - A complete and properly executed proposal to perform the scope of work, or designated portion thereof, for the sums stated within the Bid.
  4. Base Bid - The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the alternate Bid, if any.
  5. Alternate Bid - An amount stated in the Bid to be added or subtracted from the amount of the base Bid, if said change in the scope of work, method of construction and/or materials is accepted by the City.
  6. Selected Vendor/Contractor - The Bidder(s) receiving formal notice of acceptance of Bid(s) and duly served by an agent of the City duly authorized to give such notice.
- G. **PROPOSAL ACCEPTANCE.** The City of Wixom (hereinafter referred to as “the City”) will accept sealed responses (“Proposals”) to this Request for Proposals (RFP) for design & construction engineering services which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Products and Services Specifications and System Documentation & Warranty set forth below and submitted to the City at the following address:
- City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 Attention: Clerk’s Office
- H. **INDEPENDENCE.** By submission of a proposal, a Bidder certifies that the Bidder has not paid or agreed to pay any fee or commission, or any other thing of value, contingent on the award of this contract to any employee, official, or current contracting consultant of the City. The Bidder certifies that the financial information in this statement has been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other proposal or Bidder.
- I. **PUBLIC RECORD.** The contents of the proposals shall be considered public records of the City. Any Bidder submitting a proposal hereunder further acknowledges and agrees that the City is a public entity which is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFP shall become the property of the City upon delivery to the address set forth above.
- J. **SELECTION CRITERIA.** Selection will focus on qualifications of the Bidder’s team, previous experience and the fee proposal. All proposals will be reviewed by a Selection Committee composed Wixom City Staff. The final candidates may be interviewed if the Selection Committee deems it necessary. The Selection Committee will make recommendation to the Wixom City Council. City of Wixom has the final decision and will

award the contract to the successful proponent.

### **SECTION 3. GENERAL CONDITIONS**

- A. **RIGHTS OF ACCEPTANCE OR REJECTION.** The City of Wixom reserves the right to reject all Bids in its sole discretion. The City of Wixom reserves the right to reject any Bid which is not submitted on and/or supported by a bill of materials. The City of Wixom reserves the right to reject any and all Bids in whole, or in part and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom
- B. **QUALIFICATION OF BIDDERS.** To assure the City of the quality of workmanship, materials, products and/or services, the City will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in in this RFP. Each Bidder, by submitting a Bid, represents that:
1. The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.
- C. **ADDENDA.** Any clarifications or modifications to the specifications for the RFP will be issued by the City in the form of an addendum. Any addendum issued during the bidding period will be posted on MITN.
1. No verbal statements by the City will be considered as binding or enforceable against the City.
  2. No requests for clarifications or modifications will be processed after the closing date as posted in Section 5: Timeline Requirements.
- D. **FEDERAL, STATE AND LOCAL TAXES.** All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes and regulations. All Bids must include and the selected vendor/contractor must pay, all taxes levied by the Federal, State and Local Governments, on both labor and materials. The City reserves the right to require evidence of such tax payments prior to final payment of the contract. The City is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.
- E. **PROJECT IMPLEMENTATION.** The selected vendor/contractor shall have sufficient resources to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements contained in Section 5.
- F. **NO DISCRIMINATION.** The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment to be employed in the performance of the Bid with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.
- G. **NO SMOKING POLICY.** The City adheres to a mandatory no smoking policy on City premises and/or at City functions. All Bidders shall comply with this no smoking policy.



- H. CANCELLATIONS. The City reserves the right of cancellation for non-performance of the terms specified in the awarded contract.
- I. WITHDRAWAL OF BIDS. Upon presentation of proper identification, any Bidder may withdraw its/his/her Bid at any time prior to the scheduled Bid opening date and time as stated in Section 2. No Bid shall be withdrawn for a period of ninety (90) days after the Bid opening date and time.
- J. VALUATIONS. Considerations for awarding contracts will include price, product quality, service, delivery and maintenance of products and/or services, adherence to specifications, past performance to the City, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the City.
  - 1. It is the intent of the City to award the contract to the Bidder submitting the "best" cost- effective Bid for the project, provided the Bid has been properly submitted and delivered, includes all required documentation herewith and is considered reasonable in price.
  - 2. Price is a primary factor, but the City will consider other factors to determine the most successful Bid; technical experience, local service and support and experience in municipal environments are used to perform the City's Bid evaluations, among other considerations.
  - 3. The City of Wixom will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.
- K. NOTICE OF AWARD. The Bidder will be deemed as having been awarded the Bid when the formal notice of acceptance of the Bid has been approved by the Council of the City of Wixom and subsequent notice has been duly served upon the intended awardees by an officer(s) or agent(s) of the City duly authorized to give such notice.

#### **SECTION 4. GENERAL SCOPE OF WORK**

- A. The City of Wixom is looking to reconstruct Potter Road, a City Major Road, from Wixom Road to Beck Road during the Summer of 2025. The City is soliciting Design & Construction Engineering Services including but not limited to the following:
  - 1. Collection a minimum of six (6) pavement cores for the Potter Road section of the project (three (3) feet deep) to determine a pavement cross-section with a 20-year design life. In place CBR shall be measured at the core sample locations using a USACE Dynamic Cone Penetrometer. If more than six pavement cores for the major road section, and if any pavement core samples for the local road portions, are recommended as a part of this project, indicate the recommended amount and the estimated cost in the comments section of the bid. The pavement design will assume 2023 Average Daily Traffic (ADT) of 2,350 (3.5% trucks) and 2043 ADT of 3,500.
  - 2. Topographic information will need to be collected along the entire route ten (10) feet beyond the Right-of-Way lines, including all intersecting side streets, driveways, sidewalks, storm drains and utilities. All Right-of-Way lines and property lines and property owner information will need to be included on the plans. All sidewalks and ramps will need to be reviewed and updated to meet ADA



requirements. Contact utility companies to incorporate existing or proposed utilities into the plan set.

3. It is anticipated that the existing drainage ditches will be used but a review of the current drainage paths will be required and improved where needed.
4. Complete specifications and plans with plan, profile views and details will need to be provided in pdf format. Provide a construction cost estimate using a bid tabulation. The City will make the plans and specifications available to bidders upon request.
5. Apply for a soil erosion and sediment control permit with the Oakland County Water Resources Commissioner.
6. Aid during the construction bidding process to provide clarifications to bidders. Attend the construction bid opening, provide an evaluation of the bids, create a bid tabulation, and provide a recommendation of award letter to the City.
7. Coordinate the following meetings and provide minutes: Public meeting, Kickoff/Scope meeting, 50% review plan review meeting, 90% review meeting, progress meetings, as necessary.
8. Anticipated Design Schedule: 50% plan review by December 4, 2024. 90% plan review January 8, 2025, Bid Opening and Award Recommendation February 19, 2025, Construction Contract Award March 12, 2025.

### **Submission Requirements for Design Engineering**

1. Cover letter: The cover letter must indicate the composition of the firm, the proposed project team, qualifications of the organization and how Wixom as a client would fit into its portfolio.
2. Summary of the firm's background, focusing on how the firm is qualified to carry out the scope of services covered in the RFP.
3. Provide list of experience of five (5) similar road reconstruction projects completed in the last five (5) years with contact information.
4. Resumes of Project Manager and Primary Design Engineer.
5. Sample Plan Sheet from previous municipal work that was performed in another community.
6. Comprehensive cost and staffing hours identifying specific rates for services. Pricing should include an hourly basis and a not to exceed amount.

## SECTION 5. TIMELINE REQUIREMENTS

- A. PROJECT TIMELINE. The selected vendor/contractor shall have sufficient resources in order to complete the SOW, Section 4, within the allotted timeframe and shall, upon request, demonstrate that it/he/she has the resources necessary to fulfill the timeline requirements for completing the entire project. The City is expecting the project to be completed in accordance with the following project timeline:

### Estimated RFP Timeline

Engineering RFP Release Date	July 3, 2024
Emailed Questions and RFQ Clarifications Due	July 16, 2024 by 12 pm
Responses to email questions posted on MITN	July 18, 2024 by 5 pm
Sealed Proposals delivered to City Clerk	July 24, 2024 at 10 am
Interview of potential Firms	July 29-31, 2024
Targeted Award Notification	August 13, 2024
Anticipated Start Date	August 26, 2024

- B. SCOPE OF WORK SCHEDULES. City administrative offices are open for business 7:15 AM to 5:30 PM, Monday through Thursday. The Police and Fire Departments are staffed 24/7. The selected vendor/contractor is expected to perform the project during posted City administrative hours. Special scheduling arrangements may be made to facilitate completion of the contract in the Police and Fire Departments outside the regularly scheduled City hours.
- C. PROJECT IMPLEMENTATION SCHEDULE. All Bidders shall provide the City with a project implementation schedule that adheres to the timeline requirements stated above. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without unnecessary disruption to City business. This project implementation schedule must be agreed upon by both the vendor/contractor and the City and shall be incorporated as part of the awarded contract.

## SECTION 6. AWARDED CONTRACT REQUIREMENTS

- A. CONTRACT EXECUTION. - The Bidder(s) receiving formal notice of acceptance of Bid(s) and duly served by an agent of the City duly authorized to give such notice for design engineering services and engineering construction (if applicable). Once the RFP is posted for construction, the Bidder shall render, deliver and execute the awarded contract for construction within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded construction contract must be signed and dated by both the City and the awarded vendor/contractor prior to the start of any work.
- B. CHANGES TO SCOPE OF WORK. The City, without invalidating the contract, may order changes within the SOW consisting of additions, deletions and/or modifications, with the contract sum and the project implementation schedule being adjusted accordingly. All said changes in the SOW shall be authorized by written change order(s) signed by the City and executed under applicable conditions of contract documents.
1. The contract sum and the contract time may be changed only in writing.

2. The cost or credit to the City from all change order(s) shall be determined by mutual, written agreement.
  3. The City will not pay invoices for work performed by verbal authorization.
- C. **TERMINATION OF AWARDED CONTRACTS.** If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract and/or fails to perform any provision of the awarded contract, the City may, after seven (7) days written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the City.
- D. **EMPLOYMENT PRACTICES.** The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", Section 3.12.0. All employees of the vendor/contractor shall be legally eligible for employment in the United States. The selected vendor/contractor shall also:
1. Supply designated City personnel, by email, weekly work schedules no later than the Wednesday of the preceding week so the City can post on social media any necessary information. Failure to do so may result in the schedule being rejected by the City.
- E. **SELECTED VENDOR/CONTRACTOR PERFORMANCE.** The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures and safety precautions and programs in connection with the SOW, Section 4 and the Timeline Requirements, Section 5.
- The selected vendor/contractor shall also:
1. At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
  2. Give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work performed.
  3. Be responsible for the acts and omissions of all employees and all subcontractors, if any, their agents and employees and all other persons performing any of the work under a contract with the selected vendor/contractor.
- F. **SUBCONTRACTOR PERFORMANCE.** A subcontractor is a person, firm, company or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the City to complete the SOW, Section 4. The selected Bidder shall furnish to the City, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the City objects and may withdraw their Bid or submit an acceptable substitute.

- G. SUPPLEMENTAL INFORMATION REQUESTS. The Bidder shall be prepared to provide the City, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. The City may request all Bidders to also submit, within ten (10) days of being notified, the following:
1. The Bidder's performance record(s).
  2. An itemized list of the Bidder's equipment, plant and personnel.
  3. A description of any project which the Bidder has completed in a satisfactory manner.
  4. Any additional information that will satisfy the City that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
  5. A description of any other project(s) that will be performed simultaneously with the City's project.
  6. A statement regarding any past, present or pending litigation for contracted products and services.
- H. INSPECTIONS. The City and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.
1. Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the City's designated authorized representative.
  2. All equipment used for the project must follow the specified part numbers contained in the successful Bid (if applicable).
  3. Must obtain and comply with building permit requirements.
- I. INVOICE/PAYMENT REQUIREMENTS. Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the City.
1. The selected vendor/contractor will submit proof of performance by submitting to the City, in both paper and electronic copy, certification testing results.
  2. When applying for payments, the selected vendor/contractor shall submit to the City an itemized invoice based upon the installation schedule and supporting documentation required herein.
  3. The project shall be considered complete when the SOW has been completed, accepted by the City and the following items are furnished: a) required guarantees and b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
  4. Payment may be withheld by the City for: a) defective work not remedied; b) claims filed and unresolved; c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to subcontractors; and/or d) damages to the City or another contractor.
  5. All invoices, documents, etc. must be copied to [dpwadmin@wixomgov.org](mailto:dpwadmin@wixomgov.org)
- J. WARRANTIES. The selected vendor/contractor(s) must furnish the City written warranty

documentation.

1. The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid are new, unless otherwise specified and that all work performed will be of good quality, free from faults and defects and in adherence to the product and services specifications in this RFP.
- K. **CORRECTION OF WORK.** The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defect is due to faulty materials, equipment or workmanship which appear within a period of five (5) years from the date of completion of the contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any subcontractors.
- L. **RIGHT TO REJECT OR STOP THE WORK.** The City may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the City may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.
- M. **INDEMNIFICATION.** The selected vendor/contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the contract.
- N. **FORCE MAJEURE.** Except for the City's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war and restraints of government.
- O. **LIABILITY REQUIREMENTS.** The selected vendor/contractor shall be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the contract. The selected vendor/contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to, 1) all employees on the project and other persons who may be affected thereby; 2) all the SOW and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto.
1. The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- P. All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the City.

- Q. **INSURANCE REQUIREMENTS.** No work connected with this project may start until the selected vendor/contractor has obtained the insurance coverage as required in Appendix C. Such insurance shall be kept in effect during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Wixom. The requirements listed in Appendix C should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retention are the responsibility of the Contractor.
- R. **TERMINATION.** The contract may be terminated at any time by the City, for any or no reason, upon written notice delivered at least fifteen (15) days prior to termination. In the event the City terminates the contract as provided by this paragraph:
1. Unless directed otherwise by the City, vendor/contractor shall continue performing work and the required services under this agreement up to the day of termination; and
  2. All finished or unfinished documents and information related to work in progress shall be delivered by vendor/contractor to the City and shall become the property of the City; and
  3. Vendor/contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid services and reimbursable expenses performed prior to vendor/contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by this section. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to vendor/contractor shall be submitted to, or accepted by the City.
- S. **MISCELLANEOUS CONTRACT PROVISIONS.** The awarded contract will be governed by the laws of the State of Michigan. Venue for any claims or litigation regarding this contract shall be in Oakland County Circuit Court or the Federal District Court, Eastern Division. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized City representative.

#### **SECTION 7. PRODUCTS AND SERVICES SPECIFICATION**

1. List all documentation on products and service specifications.

#### **SECTION 8. SYSTEM DOCUMENTATION & WARRANTY**

1. List all warranties on materials and workmanship.

## Appendix A - Bid and Contract Signature Page & Line-Item Costs

### Design & Construction Engineering Services for Potter Road Reconstruction and/or Repair

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Provide a complete Cost Proposal including hourly rates for all personnel and services fee schedule. Clearly define all relative direct and indirect costs. If you charge for administrative overhead, please explain. Use the following as a guide. Separate costs for Design and Construction Engineering.

<b>TASK – Design Engineering</b>	<b>COST</b>
<b>Geotechnical Services</b>	\$
<b>Wetland Delineation Services</b>	\$
<b>Traffic Control Device Services</b>	\$
<b>Topographic Surveying and Mapping Services</b>	\$
<b>Culvert Inspection Services</b>	\$
<b>Public Input and Coordination</b> (Includes up to (2) public meetings, kick-off meeting, regular progress meetings, GI Meeting)	\$
<b>Design Development Phase Services</b> (Includes obtaining all necessary permits)	\$
<b>Construction Document Phase Services</b>	\$
<b>Total not to Exceed Design Services Costs</b>	\$

<b>TASK - Construction Engineering (Alternate)</b>	<b>COST</b>
<b>Engineering Administration</b>	\$
<b>Construction Material Testing Services</b>	\$
<b>Construction Layout/Staking</b>	\$
<b>Construction Monitoring</b>	\$
<b>Coordination / Facilitation of Project-Related Meetings</b>	\$
<b>Constructability Review</b>	\$
<b>Prepare As Built Construction Plans</b>	\$
<b>SME Testing of Anchor Bolts</b>	\$
<b>Total not to Exceed Construction Engineering Services Costs</b>	\$



The Bidder, in compliance with the RFP and having carefully examined the bidding documents, proposes to furnish equipment and services as are necessary to perform all the work stated in accordance with the contract documents for the Bid. The undersigned understands that the City of Wixom reserves the right to accept or reject, in whole or in part, any and all proposals, to waive informalities and irregularities therein, to award the contract to other than the lowest Bidder. The City of Wixom reserves the right to award the contract to one or more contractors if it is in the best interest of the City. The undersigned submits this proposal in accordance with the terms and conditions of the RFP and hereby affixes authorized signatures representing:

- \_\_\_\_\_ An individual doing business as
- \_\_\_\_\_ A Partnership. State the full names of the general partners:
- \_\_\_\_\_ A Limited Liability Company, organized in the state of \_\_\_\_\_
- \_\_\_\_\_ A Corporation, organized in the state of \_\_\_\_\_
- \_\_\_\_\_ A Joint venture formed between \_\_\_\_\_ and \_\_\_\_\_

_____	_____
Signature	Date
_____	_____
Printed Name	Title
_____	_____
Company Name	Phone Number
_____	
Address, City, State, Zip	

## Appendix B - City of Wixom Qualifications Questionnaire

### Design & Construction Engineering Services for Potter Road Reconstruction and/or Repair

The vendor/contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Agent's Name (please print): \_\_\_\_\_

Agent's Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

1. Organizational structure (Corporation, Partnership, etc.):
2. Has any officer or partner of this organization owner or operated a company that declared bankruptcy during the last 10 years? No \_\_\_\_\_ Yes \_\_\_\_\_ When: \_\_\_\_\_
3. How many years has your organization been in business under its present name? \_\_\_\_\_
4. Under what other or former names has your organization operated? \_\_\_\_\_  
\_\_\_\_\_
5. How many full-time employees? \_\_\_\_\_ Part time? \_\_\_\_\_
6. Address of your local facility  
\_\_\_\_\_  
\_\_\_\_\_
7. List the scope of services (type of work) you are able to perform \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide company name.

---

---

10. References: Provide at least four (4) references of recent contracts comparable in scope to this RFP, one (1) of which must be a municipality or local government, for work performed within the past three (3) years. Use an additional sheet if you have more references to provide.

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Length of Contract \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

---

---

---

---

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Length of Contract \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

---

---

---

---

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Length of Contract \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

---

---

---

---

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Length of Contract \_\_\_\_\_  
Type of Services Provided \_\_\_\_\_

---

---

---

---

11. Provide any additional information you would like to include which may not be included within this questionnaire:

---

---

---

---

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: \_\_\_\_\_

Representative's Name (Please Print) \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix C - Contractor Insurance Addendum

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this addendum and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Wixom. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground (XCU) exclusion, if applicable.
3. **Automobile Liability** including Michigan No-Fault Coverages, limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, non-owned vehicles and all hired vehicles.
4. **Additional Insured:** Commercial General Liability, Automobile Liability and Cyber Liability as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Wixom, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Wixom as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wixom may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: The City of Wixom, City Manager, 49045 Pontiac Trail, Wixom, Michigan 48393.
6. **Proof of Insurance Coverage:** The Contractor shall provide the City of Wixom, at the time the contracts are returned by it/him/her for execution, a Certificate of Insurance, as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Wixom at least ten (10) days prior to the expiration date.