



Kalamazoo County Land Bank Authority

Request for Hard Surface Patio & Landscaping for Eastside Sunrise Plaza

Request for Proposals Issued on Wednesday, February 10, 2021

Responses Due on Wednesday, March 3, 2021

Pre-Submittal Meeting for Q and A: Wednesday, February 17th at 3pm over Zoom

Zoom Meeting Link:

<https://us02web.zoom.us/j/81670194998?pwd=ajVadm9YcHZhOVpyQ3NZVFZyKzNCQT09>

Submit Proposals to:

Reality Rojas

Senior Operations Specialist, Kalamazoo County Land Bank

Email reality.rojas@kalamazoolandbank.org

Phone 269.216.9681

REQUEST FOR PROPOSALS –Professional Landscape Construction Services

INTRODUCTION

Overview

This Request for Proposals (“RFP”) is being issued by the Kalamazoo County Land Bank Authority (Land Bank). The Land Bank invites the submission of proposals from licensed Landscape Construction and Management companies to install a professional hard surface patio, fencing, outdoor furnishings, plantings, and ground cover. Contractor will be required to coordinate with artist Conrad Kaufman on the preparation of a base for the installation of a Sunrise Plaza sign and artistic tiles which will compliment the sign and also be installed in a designated area in the patio. Hardscape materials and installation should have a 25-year minimum estimated lifespan and should be mindful of weather and climate concerns. Design and construction should result in a finished product that is high quality, durable and low maintenance. Architectural construction drawings and specifications of the site plan are attached. Contractors should be able to demonstrate experience, capacity and familiarity with like projects.

Budget

The project is grant funded and has a not to exceed budget of: \$95,000. Proposals may come in lower than this amount, however. Proposers should submit costs based on the plans and specs provided. The artistic sign and artistic tiles will be supplied by the artist and are being funded by a separate grant.

Bonds

The Land Bank requires a Performance and Payment bond for all construction costs over \$50,000. The amount required for the project shall be a minimum of 25% of the project.

Warranty and Maintenance Plan

The Land Bank requires a warranty of one years for the project. Contractor shall pricing for optional two and three year warranty. Contractor shall supply warranty and landscape maintenance plan at completion of project.

Time of Completion

Awarded Respondent must be able to complete work no later than September 24, 2020 due to grant restrictions. The Land Bank anticipates making an award within two to three weeks of the proposal deadline. The Land Bank would prefer to see the work done or commenced earlier in the year (late spring) if possible. Contractor should include a proposed schedule and timeline in their proposal.

Not a Contract, No Obligations, Withdrawal

Nothing in this RFP shall be construed to create any legal obligation on the part of the Land Bank or any respondents. The Land Bank reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage or to elect to provide the services described in the RFP directly. In no event shall the partners be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No

respondent shall be entitled to repayment from the Land Bank for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the Land Bank. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known. Neither issuance of this RFP nor evaluation of any proposal(s) obligates the Land Bank or its partners to award a contract from this RFP.

Solicitation: This RFP is being emailed to prospective respondents, and will be posted on the Kalamazoo County Land Bank Authority's website. The Land Bank encourages qualified firms to submit proposals.

Responses to questions regarding the RFP will be posted on the website at www.kalamazoolandbank.org at least 5 business days prior to the deadline for submittal of proposals. The last day for submittal of questions shall be **February 26, 2021**.

Basis of Award: The Land Bank shall make an award based on the scoring criteria identified.

Regulations: Contractor will be required to be knowledgeable of and comply with all applicable local laws/ordinances. Contractor will also be required to be knowledgeable of and comply with all applicable federal and state laws, acts, and regulations including but not limited to non-discrimination, equal opportunity, affirmative action, and minority representation laws and other regulations.

Contract Award: The Land Bank reserves the right to change the scope of this project or otherwise negotiate the project in the best interests of the endeavor, including increases or decreases in scope and/or budget. All changes must be approved in writing by the Land Bank Executive Director. In the event of only one proposal, the Land Bank reserves the right to negotiate with this proposer if it is deemed by the Land Bank to be in the best interests of the project.

Conflict of Interest: The selected firm must avoid personal and organizational conflicts of interest. Any known or possible conflicts shall be clearly divulged when the respondent submits their proposal.

Independent Contractor

At all times, the contractor, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not as Land Bank employees. The contractor shall exercise all supervisory control and general control over workers' duties, payment of wages, and the right to hire, fire and discipline employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

BACKGROUND

In close partnership with the Kalamazoo Eastside Neighborhood Association (KENA), Kalamazoo County Land Bank has been working on a community project called the Eastside Square project. The Eastside Square Project will be a new development of affordable condominium housing units, commercial space, and a pocket plaza. The vision for the project was developed by neighborhood residents in 2019 in a series of design workshops hosted by the Land Bank and KENA <https://kalamazoolandbank.org/portfolio-items/eastside-square/>. The site is located at the 1600 block of East Main. During this time of new development, it is especially important to uplift and incorporate the contributions of the neighborhood's residents.

Artists, Buddy Hannah, Gerald King, and Conrad Kaufman are collaborating on this project. Pat Taylor, Executive Director of KENA, has developed the idea of exploring this history through an intergenerational storytelling project. Pat had identified lead artists, Buddy Hannah and Sidney Ellis, who have established connections in this neighborhood with storytelling and performance backgrounds. Stories from this project were incorporated into the book *Eastside Voices* now available at the Kalamazoo Public Library <https://kalamazoolandbank.org/portfolio-items/eastside-voices/>. Buddy Hannah has taken inspiration from these stories to create haikus or short poems that will be displayed in the patio on tiles engraved by Conrad Kaufman. An Eastside sign is also being fabricated and installed by Conrad Kaufman at the plaza. The successful landscape contractor will be required to coordinate with Conrad Kaufman on these installations which also need to be complete by September 24, 2021.

DESIGN CONCEPTS AND PROJECT GOALS

The goals of the pocket plaza is to have a friendly space for neighborhood residents to visit, walk, sit, enjoy the poems and enjoy nature. The vision for the plaza was created by neighborhood residents. Drawings and specs are attached.

DESIRED QUALIFICATIONS

The landscape contractor should have thorough knowledge of and extensive experience in landscape construction, including hard surface installation and like landscaping installations of projects of similar size and scope. The contractor should be able to demonstrate they have the experience and capacity to procure and install the furniture called out for in the specifications as well as the fencing.

Demonstrated successful project management and oversight of a variety of past projects is required. The firm(s) should be able to demonstrate an understanding of the project and a comfort level working with artists to complete this project. The respondent should be qualified and able to ensure compliance with all appropriate city zoning codes.

Contractor will be required to pull any necessary and appropriate permits.

THRESHOLD REQUIREMENTS

These documents must be submitted with the Proposal:

- Copy of Respondent's current State-issued Landscape License.
- Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- Evidence of Insurance: Commercial General Liability with limits not less than \$1,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; Automobile Liability with limits not less than \$1,000,000 per occurrence; and, Professional Liability with limits not less than \$1,000,000. Please see Attachment C for a detailed explanation of insurance requirements.
- Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.
- Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the partners.

MAIN PROPOSAL

Please provide the following information:

- Examples of similar projects including overseeing fencing and furniture installation and like collaborative projects.
- A narrative describing organization and its primary work.
- Brief statement of understanding of the scope and intent of the work.
- Outline of plan to address the scope of work (i.e. Include anticipated timelines/scheduling, assigned personnel and their roles and contact information, field equipment, suppliers, technology tools, etc.)
- For assigned personnel, please identify the Project Manager and provide a bio for them indicating their experience with like projects.
- Pricing: Provide whole dollar amounts and a detailed and itemized pricing structure for proposal. Utilize pricing sheet attached (Attachment A).

SELECTION PROCESS

Evaluation Criteria

The landscape construction company will be evaluated on the following criteria which include but are not limited to:

Firm's experience with like projects (25 points)

Capacity and relevant experience of staff assigned to the project (25 points)

Pricing proposal related to proposal approach (50 points)

Total possible points: 100

Proposals will be evaluated against the criteria above. The Land Bank reserves the right to award the project to the firm that best meets the Land Bank's needs at the Land Bank's sole discretion.

QUESTIONS

Questions regarding this project should be directed to Reality Rojas at reality.rojas@kalamazoolandbank.org or 269.216.9681

ATTACHMENT A: PRICING SHEET

Please utilize this form to submit your pricing in the format provided.

Pricing shall include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, permitting, overhead and profit. It is the contractor's responsibility to pull all necessary permits with the City of Kalamazoo.

1) Hardscape: All full sections of concrete walk and cast-in-place concrete, including reinforcement and compacted aggregate base, fully placed, as shown in the Construction Documents. Coordination with Artist on the installation of all art pieces shown is also included in this scope.

\$ _____

2) Landscaping: All planting soils, topsoil, plants, seeding, edging, mulch and construction restoration, fully placed, as shown in the Construction Documents.

\$ _____

3) Fencing: All fencing, hardware, footings and address signage, fully placed, as shown in the Construction Documents.

\$ _____

4) Furnishings: All furnishings and mounting hardware, fully placed, as shown in the Construction Documents.

\$ _____

5) Stormwater System: All piping, structures, and aggregate, fully placed, as shown in the Construction Documents:

\$ _____

6) Irrigation System: All piping, hardware, and permit for yard hydrant, fully placed, as shown in the Construction Documents. Coordination with the City of Kalamazoo for the water meter and water line connection to the City's water main will also be included in this scope.

\$ _____

7) Earthwork: All earthwork, grading, removal of excess soils from the site, and soil erosion control measures, fully placed as shown in the Construction Documents.

\$ _____

8) Warranty \$ _____

Total: \$ _____

Pricing per each additional year of warranty beyond one year _____

ATTACHMENT B: CONFLICT OF INTEREST

The bidder certifies by their signature on the bid form that they have not participated in any arrangement or agreement with; nor offered anything of value to, or received anything from an official or employee of or Land Bank that would tend to destroy or hinder free competition.

Printed Name

Signature

Date

ATTACHMENT C: INDEMNITY AND INSURANCE

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify, and save harmless the Kalamazoo County Land Bank Authority (Land Bank), its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

The Contractor shall furnish within fifteen (15) working days of Notice of Award, certificate(s) of insurance providing insurance coverage as follows:

(A) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Michigan Workers' Compensation Act, including Employer's liability of \$500,000.

(B) Commercial Liability Insurance – The certificate of insurance shall specifically provide that the Land Bank and its officers, agents, employees, and representatives are named as additional insured and that the insurance policy cannot be cancelled or materially altered without providing a thirty (30) day written notice to the Land Bank. The usual words in the cancellation clause of the insurance certificate which state “endeavor to” and failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be stricken. The contractor shall also furnish to the Land Bank a certificate of insurance covering worker’s compensation for the bidder’s employees. Failure of the contractor to provide the certificates of insurance or receipt by the Land Bank of a notice of cancellation of the insurance policy(ies) by the contractor’s insurance company(ies) shall constitute a material breach of contract and this contract may be terminated immediately.

	Constructions *	Non-Construction
Bodily Injury	\$500,000/ea	
\$1,000,000/ea	\$500,000/ea	
\$1,000,000 occurrence	500,000 occurrence	
Property Damage	\$ 500,000 occurrence/	250,000 occurrence/
or	\$ 500,000 aggregate	\$250,000 aggregate
Bodily Injury/Property Damage	\$1,000,000 CSL	\$500,000 CSL

(C) Automobile Liability Insurance - Including owned, non-owned and hired motor vehicles as well as Michigan Property Protection Insurance as required by statute. Limits as follows:

	If vehicles are required for construction work	If vehicles are not required for construction work
Bodily Injury	\$ 1,000,000/ea	\$500,000.00/ea
	\$ 1,000,000 occurrence	\$500,000.00 occurrence
Property Damage	\$ 300,000 occurrence/	\$250,000 occurrence/
or	\$ 300,000 aggregate	\$250,000 aggregate
Bodily Injury/Property Damage	\$ 1,000,000 CSL	\$1,000,000 CSL

The above requirements should not be interpreted to limit the liability of the Contractor under this contract.

ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.