

City of Big Rapids

Big Rapids Wayfinding



City of Big Rapids

Big Rapids Wayfinding

Big Rapids, MI. 49307

Invitation to RFP

The City of Big Rapids is requesting sealed Request for proposals for Big Rapids Wayfinding. RFP documents may be obtained in the Public Works Office located at Big Rapids City Hall, 226 N. Michigan Ave. Big Rapids, MI 49307 or online at www.cityofbr.org.

All Request for proposals shall follow the City of Big Rapids requirements of a sealed RFP, placed within a sealed envelope submitted to the City of Big Rapids Treasurer's office on **(May 13th, 2024@2:30 p.m. E.S.T.)**.

It is the intent of the City to work with a contractor whose price and qualifications cause its RFP to be considered the best and most responsive RFP. The City reserves the right to reject all Request for proposals, to waive minor irregularities, or take such other actions regarding acceptance or rejection of Request for proposals and RFP alternates as it deems, in its sole discretion, will serve the public interest.

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NOTICE TO PROSPECTIVE CONTRACTORS

Big Rapids Wayfinding

Specifications may be obtained in the Public Works Office located at Big Rapids City Hall, 226 N. Michigan Ave. Big Rapids, MI 49307 or online at www.cityofbr.org

All Request for proposals shall be clearly marked "**RFP FOR Big Rapids Wayfinding**". The City of Big Rapids reserves the right to accept or reject all or any Request for proposals or to waive informalities, and to award the RFP in any manner deemed to be in the best interest of the City.

Heather Bowman,
Public Works Director

All questions must be submitted in writing which can be sent to cwyman@cityofbr.org. Questions must be submitted 48 hours prior to RFP opening. All questions and answers will be sent to all interested parties and posted on the City of Big Rapids website and any other advertising websites.

The City of Big Rapids reserves the right to accept or reject all or any Request for proposals for sound, documentable, business reasons or to waive informalities, and to award in any manner deemed to be in the best interest of the City.

Award will only be to a responsive and responsible firm whose RFP, conforms to all the material terms and conditions of the RFP. All RFP prices must remain valid for 60 days past the submission deadline.

The City of Big Rapids is an Equal Opportunity Provider and Employer. TRS may dial 711 for service.

Schedule and timeline:

- | | |
|--------------------------------|----------------|
| 1. Release of RFP | May 2nd, 2024 |
| 2. Pre-Conference RFP Meeting | N/A |
| 3. Opening of RFP | May 13th, 2024 |
| 4. Earliest date to start work | May 21st, 2024 |
| 5. Completion Date | July 1st, 2024 |

Scope of Work:

I.) OBJECTIVE:

The City has identified an immediate need for our City Limit signs to be refurbished.

A.) Description of Work

Remove and Refurbish the Two (2) Entry signs. One will be located on Perry Avenue near Applebee's, and one will be located on Northland Drive near old airport hangar. The prospective contractor will be responsible for making sure the signs will be weather protected with high grade materials to seasonal hot and cold weather.

B.) Sequence of Work:

- 1.) Sequence of work will be determined by proposal; city staff will assist prospective contractor and inspect the work.

C.) Execution:

- 1.) Signs to be removed from site(s) and returned.
- 2.) Signs to be erected true and plumb.
- 3.) Clean all signs and site after erection of sign(s)



Figure 1. Perry Avenue Entry Sign



Figure 2. Northland Drive Entry Sign (Near airport hanger)

Specifications

I. Sign Material:

- a. High Density urethane (H.D.U.) foam, 18 lb. density, 1 ½” thick, single faced sign, backed with a 1/2” medium density overlay (M.D.O) plywood.

II. Graphic Content:

- a. Engraved Copy: Machine-engraved letters, numbers, symbols, and other graphic devices into sign panel on the face indicated to produce precisely formed copy, incised to uniform depth. Use high speed cutters mechanically linked to master templates in a pantographic system or equivalent process capable of producing characters of the style indicated with sharply formed edges.

III. Vinyl Lettering:

- a. High performance, computer cut, pressure sensitive vinyl, by FDC Graphic Films, or approved equal.

IV. Paint:

- a. Chromatic background enamel sign paint, or equal. Colors to match:
 - i. Bronze: Sherwin Williams SW7020 (Black Fox)
 - ii. Red: Pantone 200C
 - iii. Yellow: Pantone 116C
 - iv. Gold Leaf: 23 Gold Leaf.

V. Posts and Caps

- a. Pressure treated pine, free of knots. “Portland Cement Concrete” for installation. Known local supplier: North Woods Sign Shop, 5111 W. U.S. 10, Ste.4, Ludington, MI 49431, (231)843-3956

II.) WORK SITE:

The work location will be located within the city limits of Big Rapids, MI 49307. Any questions regarding the RFP package shall be directed to Engineering Technician Cody Wyman with proper notice. Cody can be reached via email cwyman@cityofbr.org or phone (231)349-2060. Questions will be accepted up to seven days prior to RFP due date. Responses to questions will be posted online at www.cityofbr.org (5) days prior to RFP due date.

III.) WORK SITE RESTORATION:

Upon completion of all work on the Project, prospective contractor shall restore the work site, and the immediate area around the work site to an "AS-WAS" or better condition. Depressions, ruts, or other disfigurements in the terrain or turf around the work site damaged by prospective contractor during performing work on the Project shall be restored to an "AS-WAS" or better condition or restored in a manner that is satisfactory to the City. If prospective contractor does not restore the work site, and the immediate area around the work site to an "AS-WAS" or better condition, or in a manner that is satisfactory to the City, within fourteen [14] calendar days as set forth herein, the City shall proceed to commence restoration work at the work site, and the immediate area around the work site, and shall be entitled to deduct all such restoration expenses incurred by the City from the "Lump Sum Amount" specified in prospective contractor Agreement.

IV.) MEASUREMENT AND PAYMENT:

The work required for signs will be paid in a lump sum manner based on unit prices. This will be paid out following substantial completion of all work required. Unit prices and quantities will be shown below. (Reference pg. 7).

Payment includes the following.

All material(s), labor, transportation of materials, installation, and disposal.

CITY OF BIG RAPIDS

- RFP PROPOSAL FORM -

RFP will complete the Work in accordance with prospective contractor Documents for the following prices.

Item No.	Description	Unit	Est. Qty	Unit Price	Amount
1	Big Rapids Historic Downtown. Left at Light Sign	EA	1	\$	\$
2	Big Rapids Historic Downtown & Ferris State University	EA	1	\$	\$
3				\$	\$
4				\$	\$
5				\$	\$

TOTAL OF ALL UNIT PRICE RFP ITEMS:

_____ (\$ _____)

(use words)

(use figures)

RFP acknowledges that (1) each RFP Unit Price includes an amount considered by RFP to be adequate to cover Proposal's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Request for proposals, and final payment for all unit price RFP items will be based on actual quantities, determined as provided in prospective contractor Documents.

The undersigned has examined the specifications and requirements contained within the City of Big Rapids **RFP INVITATION** for **Big Rapids Wayfinding** and is prepared to perform the work in strict accordance with all stipulations contained herein.

Signature below constitutes agreement that this RFP meets or exceeds specifications unless stated below. Manufacturer's specifications shall accompany all Request for proposals.

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

CITY, STATE, ZIP _____

TITLE _____

DATE _____

TELEPHONE NUMBER _____

FEDERAL ID NO. _____

**NAME, ADDRESS, LEGAL STATUS
AND
SIGNATURE OF RFPDER**

This Proposal is submitted in the name of: _____

The undersigned hereby designates below his business to which all notices, directions or other communications may be served or mailed:

Street _____
City _____
State _____ Zip Code _____

The undersigned hereby declares that he has the legal status checked below:

- () INDIVIDUAL
- () INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- () PARTNERSHIP registered in _____ County, Michigan
- () Limited Liability Company (LLC) under the name of _____
_____ organized under the laws of the
State of _____
- () CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE
Of, _____

The Corporation or Limited Liability Company is:

- () LICENSED TO DO BUSINESS IN MICHIGAN
- () NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles and home addresses of all persons who are Officers or Partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____

SIGNED AND SEALED This _____ day of _____

BY (Signature)	PRINTED NAME OF SIGNER
---------------------	------------------------

TITLE	TELEPHONE NUMBER
-------	------------------

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Proposal hereby agrees to RFP by the following requirements for affirmative action with respect to the work to be performed under this Proposal:

1. Proposal shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, or sex and will take affirmative action to prevent such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of the Proposal, Proposal shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, or sex. For this purpose, it shall suffice to place the words "An Equal Opportunity Employer" in a predominant place at the office of said Proposal.
3. Proposal shall send notice of the City's policy regarding affirmative action to each labor union or representative of workers with which prospective contractor has any agreement, proposal, or other understanding.
4. Proposal shall furnish information and reports as requested by the City in accordance with this policy. Proposal shall provide access to his employment books, records, and accounts to any duly authorized representative of the City to allow such representative to ascertain whether this policy is being complied with by the Proposal.

The undersigned has examined the requirements herein and is prepared to perform all work in strict accordance with the stipulations contained in the EQUAL EMPLOYMENT OPPORTUNITY STATEMENT.

Name of Company _____

Address: _____

City, State, Zip: _____

Telephone: _____

Authorized Signature: _____

Title: _____

Date: _____

STATEMENT OF QUALIFICATIONS

RFP must answer all questions. If more space is needed to complete a question, attach a separate sheet.
RFP may submit any additional information.

Company Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

General nature of work performed by your company _____

Background and experience of the principal members of your organization including officers.

Current Projects:

	<u>Project</u>	<u>Project</u>	<u>Project</u>
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Proposal Amount:	_____	_____	_____
Completion Date:	_____	_____	_____
% Complete:	_____	_____	_____

Similar Completed Projects:

	<u>Project</u>	<u>Project</u>	<u>Project</u>
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Proposal Amount:	_____	_____	_____
Date Completed:	_____	_____	_____

Additional information that may be pertinent to demonstrate your ability to complete this project.

Has your company defaulted on a proposal? _____

If yes, where, and why? _____

I hereby certify that the above answers are correct and true.

Firm Name

By: _____

Signature: _____

Title: _____

number of additional sheets attached _____

GENERAL REQUIREMENTS:

CITY OFFICIATING DURING CONSTRUCTION

This work shall be subject to the approval of the City of Big Rapids or its designated representatives, who shall determine the amount, quality, acceptability, and proof of the several kinds of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the specifications.

AUTHORITY AND DUTIES OF INSPECTORS

Inspectors may be appointed and directed to inspect all materials used and all work done. The inspection may extend to all parts of the work and to the preparation or manufacture of the materials for use in the work. Inspectors will not be authorized to revoke, alter, enlarge, or relax any of the provisions of these specifications, or to change the plans in any manner. The Inspector will call to the attention of prospective contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between prospective contractor and Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend work until the question at issue can be referred to and be decided by the Director. In no instance, shall any action or omission on the part of the Inspector relieve prospective contractor of the responsibility of completing the work in accordance with the plans and specifications.

COMPOSITION OF THE PROPOSAL

If prospective contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable.

ASSIGNMENT OF PROPOSAL

Assignment or subletting the whole or any portion of this proposal shall not release prospective contractor or his bondsmen from any of prospective contractor obligations.

Prospective contractor or agrees that he is fully responsible to the City of Big Rapids for the acts and omissions of his subproposals and of persons either directly or indirectly employed by him.

Nothing contained in prospective contractor Documents shall create any proposal relation between any subproposal and the City of Big Rapids.

No officer, agent or employee of the City of Big Rapids or its designated representatives, shall have any power or authority whatsoever to bind the City of Big Rapids or to incur obligation on the City's behalf to any subproposal, material supplier or other persons in any manner whatsoever.

AGENTS

Work shall be carried on under personal supervision of prospective contractor or his properly authorized representative, who shall be on the grounds always during the construction, and who shall have full and responsible charge of the work with power to receive orders and carry out instructions.

PROTECTION OF WORK AND PROPERTY

Proposal shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this proposal. He shall, without delay, make good any such damage, injury or loss and shall defend and save the City of Big Rapids harmless from all such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and dangers signals, and provide watchmen and other facilities for protection required by public authority or by local condition, all at no cost to the City of Big Rapids.

In an emergency affecting the safety of life, or of the work, or of the adjoining property, the Proposal, without special instruction or authorization from the City of Big Rapids, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

Proposal shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City of Big Rapids, including fire, vandalism and malicious mischief, and shall turn the finished work over to the City of Big Rapids in good condition and repair.

TESTING AND SAMPLING

Where called for in the specifications, samples of materials shall be submitted for approval. Where tests are required, they shall be made at the expense of the City of Big Rapids, except as otherwise called for in the specifications. For materials covered by ASTM, MDOT or Federal Specifications, or with the specifications of well-known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the City of Big Rapids.

All materials and workmanship shall be subject to inspection, examination and test by the City of Big Rapids at any and all times during construction, and at any and all places where such construction is carried on. The City of Big Rapids shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and prospective contractor shall promptly segregate and remove rejected material from the premises. If prospective contractor fails to proceed at once with Repair of rejected material and correction of defective workmanship, the City of Big Rapids may, by proposal or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Proposal,

or may immediately terminate the proposal.

Proposal shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all inspections and tests that may be required by the City of Big Rapids. All inspections and tests by the City of Big Rapids shall be performed in such a manner as not to delay the work unnecessarily.

PROPOSAL'S SUPERVISION AND ORIGINATION

The work under this Proposal shall be under the direct supervision and direction of the Proposal. Prospective contractor shall give efficient superintendence to the work, using his best skill and attention. Prospective contractor shall, always, keep on the site of the work during its progress a competent superintendent and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for prospective contractor in the latter's absence, and all directions given to him shall be as binding as if given to the Proposal. On written request in each case, all such directions will be confirmed in writing to the Proposal. Please provide the City with the name and phone number of the responsible person in charge who will respond to concerns and emergencies.

Prospective contractor shall employ only competent, efficient personnel and shall not use on the work any unfit person or one not skilled in the work assigned to him, and he shall always enforce strict discipline and good order among his employees.

ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

Prospective contractor shall examine and check all drawings and specifications furnished by the City of Big Rapids for dimensions, quantities, and coordination with other parts of the work on this or related proposals and shall notify the City of Big Rapids, in writing, of all errors, omissions or discrepancies he may discover by examining and checking of same. In no case shall Proposal proceed with work under uncertain conditions, and any work done by Proposal after discovery of any error, omission or discrepancy, until authorized, will be at the Proposal's risk and responsibility. The work is to be made complete and to the satisfaction of the City of Big Rapids, notwithstanding any minor omissions in the specifications or plans.

RESPONSIBILITY FOR ADJOINING STRUCTURES

Prospective contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures, and all water mains, sewers, telephone, gas mains and other underground services and structures along and near the work which may be affected by his operations, and shall indemnify, defend and save harmless the City of Big Rapids against all damages to any such structures arising out of his work. Proposal shall bear the cost of repair or Repair of any such structure damaged as a result of his operations.

CHANGES IN WORK

The City of Big Rapids shall have the right to require, by written order, changes in, additions to, or deductions from the work required by prospective contractor Documents; provided that, if changes, additions, or deductions are made, the general character of the work is not changed thereby. Adjustments in prospective contractor price, if any, because of any change, addition or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for the change, addition or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the City of Big Rapids specifically authorizing such change, addition or deduction. Written notice of such claims shall be made to the City of Big Rapids for review before commencement of the work. Where the written order diminishes the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

The City of Big Rapids shall have authority to require, by written order, changes in, additions to, or deductions from the work. Such written order shall be subject to confirmation by the City of Big Rapids when the extent and costs have been established.

It is understood and agreed that in case any change in, addition to, or deduction from the work is required, said change shall in no way invalidate prospective contractor and shall not affect or discharge the bonds furnished by the Proposal.

BASIS FOR DETERMINING COST OF CHANGES IN THE WORK

Adjustments, if any, in proposal price by reason of change in the work shall be limited to the amount specified in the written order authorizing the change in the work. Adjustments shall be determined by one or more of the following methods, the City of Big Rapids reserving the right to select the method or methods at the time the written order are issued:

1. A Lump Sum proposed by prospective contractor and agreed upon by the City of Big Rapids.
 2. A Unit Price fixed by mutual agreement between the City of Big Rapids and the Proposal.
- "Cost" as herein used shall be the actual and necessary costs incurred by prospective contractor by reasons of the change in the work.

CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of prospective contractor or of anyone employed by him, or if the City of Big Rapids should fail to pay to prospective contractor within sixty days of its maturity and presentation any sum duly certified for payment, provided no appeal is taken, prospective contractor may, upon seven days' written notice to the City of Big Rapids, stop work or terminate this proposal, and shall receive from the City of Big Rapids payment in full for all work executed, but no claim for extra compensation or damages shall be made or allowed because of such termination of the proposal.

PAYMENTS WITHHELD

The City of Big Rapids may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate of progress payment to such extent as may be necessary to protect itself from loss on account of:

- Defective work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of prospective contractor to make payments properly to subproposals or for material or labor.
- A reasonable doubt that prospective contractor be completed for the balance then unpaid.
- Damage to another proposal.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

ESTIMATED QUANTITIES

The quantities of work to be done and materials to be furnished under this proposal, which have been stated elsewhere, are approximate and only for the purpose of comparing, on a uniform basis, the Request for proposals offered for work under this proposal; and neither the City of Big Rapids nor its designated representatives is to be held responsible should any of the said approximate quantities be found incorrect during the construction of the work; and prospective contractor shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the work actually done or materials actually delivered, and the approximate quantities

as stated.

ESTIMATES AND PAYMENTS

The City of Big Rapids shall pay, and prospective contractor receive the price agreed upon, less any deduction for any uncompleted portion, based upon measurements made by the Inspector or as otherwise herein stipulated, and such measurements shall be final and conclusive.

Proposal shall submit to the City of Big Rapids an application for each payment and shall submit a Proposal's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the City of Big Rapids other than as indicated on the Proposal's Declaration and shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subproposals.

Payments will be made on or about the twentieth (20th) of each month for work completed during the preceding month, for 90% of work completed. All such payments shall be subject to any deductions or reservation which may be made in accordance with the terms of this proposal. No allowance will be made for materials furnished unless incorporated in the finished work, unless otherwise stated. Retained monies shall be administered by the City of Big Rapids in accordance with Public Act #524.

When prospective contractor has completed at least 95% of the work, he may request that the City of Big Rapids inspect the work and issue a Certificate of Substantial Completion. For the purposes of this proposal, substantial completion shall be defined as accomplishing all of the following items of work:

All necessary demolition, removal of material within the project area must be properly disposed of from site before final restoration. Final restoration of disturbed areas need not be done prior to completion. If the City of Big Rapids concurs that the above items are completed to their satisfaction, then prospective contractor shall be relieved of the penalty for liquidated damages as of that date. Retained monies will be withheld by the City of Big Rapids for final payment until prospective contractor completes all items of work as shown on prospective contractor Documents and listed in the final project Punch List, to the satisfaction of the city.

The City of Big Rapids may withhold payment until prospective contractor furnishes satisfactory evidence that he has paid all claims of every nature. Prospective contractor shall submit to the City of Big Rapids with each application for payment a Sworn Statement attesting to all payments made and balances due to all subproposals and to all suppliers of materials and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The Sworn Statement shall be in a form acceptable to the City of Big Rapids and all suppliers and subproposals shall be listed along with payments made and balances owed to each.

No payment shall be considered as acceptance of the work or any portion thereof prior to completion of the work.

The Proposal's request for final payment shall be accompanied by the following documents:

- Proposal's Declaration
- Proposal's Affidavit
- Unconditional waivers of lien from major suppliers and subproposals
- Release of Surety
- Release from other public agencies for which permits have been obtained under this proposal.

GUARANTEE

Within thirty (30) days after completion of the work under this proposal to the satisfaction of the City of Big Rapids, in accordance with all terms and stipulations herein contained, the City shall make final payment. Before final payment is made, prospective contractor shall make a Proposal's Affidavit that he has paid all claims of every nature or secured a release from the surety or sureties approving payment of the final estimate by the City of Big Rapids.

The acceptance by prospective contractor of final payment shall operate as, and shall be, a release to the City of Big Rapids and its designated representatives, of all claims and liability to prospective contractor for anything done or furnished for, relating to, or affecting the work.

EXTENSION OF TIME

All days in which work is suspended by order of the City of Big Rapids, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because prospective contractor does not perform, no extension will be allowed for that period.

Prospective contractor shall immediately request as extension of time when it becomes apparent that a legitimate extension is justified and necessary.

STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of work shall at all times be so disposed as not to interfere with work being performed by other proposals in the employment of the City of Big Rapids, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic of the area.

CLEANING UP

Prospective contractor shall, as directed by the City of Big Rapids, promptly remove from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property legally used for permanent disposal of rubbish or waste materials.

HOURS OF WORK

Prospective contractors required to perform work under this proposal during the hours of daylight between 7 a.m. and 7 p.m., and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the City of Big Rapids.

PROGRESS OF WORK

The work shall be pursued regularly and without interruption, unless the City of Big Rapids shall otherwise specifically direct, with such force and at such points as to ensure its full completion within the time stated herein. At the project kickoff meeting, Proposal shall furnish the City of Big Rapids with a Project Schedule, showing expected dates of completion of major items of work.

TIME IS ESSENCE OF PROPOSAL

It is distinctly understood and agreed to by the parties that the time specified for completion of the work is the essence of this proposal, and Proposal shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time specified.

SANITARY REGULATIONS

Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed, and maintained in sanitary condition by prospective contractor and their use shall be strictly enforced.

PERMITS AND REGULATIONS

The Contractor shall secure all permits and licenses necessary for the prosecution of the work. Prospective contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work or materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Where the work required by the drawings and specifications is above standards commonly required, it shall be done as shown or specified.

FORFEITURE OF PROPOSAL

If work to be done under prospective contractor shall be abandoned by Proposal or if, at any time in the judgment of the City of Big Rapids, Proposal shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then

the City of Big Rapids shall have the right to take possession of the work, including supplies and materials, at any time after having notified the Proposal, in writing, to discontinue work under this proposal for said cause or causes, and such action shall not affect the right of the City of Big Rapids to recover damages resulting from such failure. Upon receiving such notice, prospective contractor shall and will, upon demand, immediately give the City of Big Rapids safe and peaceable possession of the work and shall then cease to have control over any portion thereof. The City of Big Rapids may then proceed to complete the work herein specified, by proposal or otherwise.

"OR EQUAL" CLAUSE

Whenever, in any of prospective contractor Documents, any article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude any manufacturers' product of comparable quality, design and efficiency. Prospective contractor shall comply with requirements of prospective contractor Documents relative to approval of material and equipment by the City of Big Rapids before they are incorporated in the work.

INSURANCE

LIABILITY OF PROPOSAL

Prospective contractor shall take all responsibility for the work and shall provide, on a daily basis, necessary barricades, watchmen, lights, and other precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because of the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall indemnify and save harmless the City of Big Rapids and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the Proposal, his agents or employees.

The mention of any specific duty or liability of prospective contractor in any part of the specifications shall not be construed as a limitation of restriction upon any general liability or duty imposed upon prospective contractor by the specifications.

INDEMNIFICATION - HOLD HARMLESS AGREEMENT

Prospective contractor agrees to indemnify, defend, and save harmless the City of Big Rapids and its consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the City of Big Rapids and its consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the Proposal, his Subproposals, the City of Big Rapids and its consultants, agents, and employees except only such injury or damage as shall have been occasioned by the sole negligence of the City of Big Rapids and its agents and/or consultants.

INSURANCES REQUIRED OF THE PROPOSAL

Prior to commencement of the work, prospective contractor shall purchase and maintain during the term of the project such insurance as will protect him, the City of Big Rapids and its designated representatives from claims arising out of the work described in this proposal and performed by prospective contractor or Subproposal(s) consisting of the following:

Type	Minimum Limits

A. Workers' Compensation Insurance.	
Compensation	Statutory.
Employer's Liability	\$100,000
B. Comprehensive General Liability.	
Bodily Injury - Each Occurrence	\$1,000,000
Bodily Injury - Aggregate (completed operations)	\$1,000,000
C. Comprehensive Automobile Liability.	
Bodily Injury	\$500,000
Property Damage	\$200,000
OR Combined Single Limit	\$1,000,000
D. Umbrella or Excess Liability.	\$2,000,000
E. Owner's Protective Liability.	
Bodily Injury - Each Occurrence	\$1,000,000
Property Damage - Each Occurrence	\$1,000,000
Property Damage - Aggregate	\$1,000,000
OR Combined Single Limit	\$1,000,000

Notice of Cancellation or Intent Not to Renew.

Policies will be endorsed to provide that at least 30 days written notice shall be given to the City of Big Rapids of cancellation or of intent not to renew.

Evidence of Coverage.

Prior to commencement of the work, prospective contractor shall furnish to the City of Big Rapids Certificates of Insurance for the insurances described above.

GUARANTEE

Proposal shall furnish a written statement addressed to the City of Big Rapids that, for a period of one year from the date of final payment, Proposal shall repair, replace, or otherwise correct any and all defects in materials and/or workmanship for improvements constructed under this proposal, to the full satisfaction and without cost to the City of Big Rapids. Any subproposals performing a significant amount of the project work may be required to co-sign the guarantee, if requested by the City of Big Rapids.

DEFINITIONS

The OWNER is the City of Big Rapids, Michigan represented by its agent, Mr. Mark Gifford, City Manager.

Prospective contractors the successful proposal Big Rapids Wayfinding RFP with whom the OWNER will enter a proposal for the performance of the proposed work.

OBJECTIVE

The City of Big Rapids is looking to enter a proposal where prospective contractor will provide staff and materials for refurbishing entry signs, The prospective contractor will refurbish 2 signs within the city. It will be the prospective contractor that finds issues with the signs and fix them. In addition, the prospective contractor and their employees must maintain confidentiality of any documents or information that they may come into contact while providing services. The prospective contractor and their employees must be honest and report any irregularities if they arise. Prospective contractor must comply with all City safety policies.

EXAMINATIONS OF SITES

Cody Wyman, Engineering Tech. – (231)349-2060

cwyman@cityofbr.org

City of Big Rapids Income Tax Ordinance **Withholding and Big Rapids Income Tax Return Filing**

Dear Prospective Contractor:

According to the City of Big Rapids Income Tax Ordinance Rules and Regulations, all employers (including general proposals and subproposals) in Big Rapids having one or more employees and all employers outside of Big Rapids who conduct business in Big Rapids, are required to withhold tax from employees and file a tax return.

In order to be in compliance with the City's Income Tax Ordinance, please provide a list of all subproposals (including company name, mailing addresses, and phone number) doing business for the project referenced above with proposals equal to or above \$25,000.

As an employer, if you are currently withholding, please notify this office to verify the FEIN and the Name (Doing Business As) which you are reporting under. If you are not currently withholding, please complete and return the Employer Registration Form on the following page.

The City of Big Rapids withholding instructions, withholding coupons, and income tax returns are available on the City of Big Rapids website (www.cityofbr.org) or may be picked up in the Income Tax Office, located in the City of Big Rapids City Hall.

For your convenience the following page includes **the Employer Registration Form that must be completed and filed with this RFP Proposal Form for you to be considered for the RFP.**

If you have any questions, please feel free to call me at (231) 592-4003.

Sincerely,

Paula Weipert
Income Tax Administrator
pweipert@Cityofbr.org

CITY OF BIG RAPIDS EMPLOYER REGISTRATION

IF YOU SUBMIT CITY OF BIG RAPIDS INCOME TAX WITHHOLDING YOU MUST COMPLETELY FILL THIS
REGISTRATION FORM OUT

BUSINESS NAME:		FEIN/SSN:		
DBA NAME (IF DIFFERENT FROM ABOVE):				
NAME & FEIN/SSN INCOME TAX RETURN IS FILED UNDER:				
MAILING ADDRESS:				
LOCAL ADDRESS (IF APPLICABLE):				
TELEPHONE NUMBER:				
PRINCIPAL BUSINESS ACTIVITY:				
TYPE OF ORGANIZATION (PLEASE CIRCLE):				
	SOLE PROPRIETORSHIP (FILES SCHEDULE C)	PARTNERSHIP (FILES FORM 1065)	CORPORATION (FILES FORM 1120)	NON-PROFIT (DOES NOT FILE)
NAME & SSN OF OWNER: (OR PARTNERS IF INCOME IS CLAIMED ON INDIVIDUAL RETURN)				
DATE BUSINESS WAS ACQUIRED:				
WAS THE BUSINESS PREVIOUSLY OPERATED BY ANOTHER EMPLOYER?				YES
NO				
PREVIOUS OWNER NAME AND FEIN/SSN (IF KNOWN):				
SIGNATURE:		TITLE:		DATE:
COMPLETE THIS SECTION ONLY IF YOU ARE SUBJECT TO CITY OF BIG RAPIDS WITHHOLDING				
BUSINESS WITHHOLDING NAME AND FEIN:				
TAXABLE YEAR:			NUMBER OF EMPLOYEES:	
DATE FIRST WAGES PAID THAT ARE SUBJECT TO BIG RAIDS WITHHOLDING:				
RETURN TO: CITY OF BIG RAPIDS, INCOME TAX OFFICE, 226 NORTH MICHIGAN AVE, BIG RAPIDS, MI 49307				

I. Attachment A:

1. Locations of interest: Perry Avenue & Northland Drive

- a.) The site(s) will be at City Limits
- b.) City limits are provided in the diagram pictured below; red star represents the site location(s).



Plan Holder List

Request for proposals for Big Rapids Wayfinding were sent to the following proposals on May 2nd, 2024:

Pro Image Design
2694 N. Garfield Rd. #25
Traverse City, 49686
231-941-0340

Builders Exchange
4461 Cascade Rd.
Grand Rapids, MI 49546

Builders Exchange
3431 East Kilgore Rd.
Kalamazoo, MI 49001

Builders Exchange
1240 East Saginaw St.
Lansing, MI 48906

AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 20 _____, by and between the CITY OF BIG RAPIDS, hereinafter called OWNER, and hereinafter called the **CONTRACTOR**.

WITNESSETH, that whereas the OWNER intends to make improvements, hereinafter called the Project in accordance with the Plans, Specifications and other Contract Documents as prepared by the City of Big Rapids.

NOW, THEREFORE, THE OWNER and CONTRACTOR for the consideration hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby a part of the Contract, including the following Addendum:

ADDENDUM NO.

DATED

A. Contract Time: Work under this Agreement shall commence upon written notice to proceed. If the **CONTRACTOR** refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will ensure its completion, ready to use, by the completion date specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the **CONTRACTOR**, terminate his/her right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the OWNER may take over the project and prosecute the same to completion, by contract or otherwise, and the **CONTRACTOR** and his sureties shall be liable to the OWNER for any excess cost occasioned. The OWNER may take possession of and utilize in completing the Project such materials, appliance, and plant as may be on the site of the Project and necessary therefor.

B. Liquidated Damages: If the OWNER does not terminate the right of the **CONTRACTOR** to proceed, the **CONTRACTOR** shall continue the Project, in

- which event the actual damages for the delay will be impossible to determine and in lieu thereof, the **CONTRACTOR** shall pay the OWNER the sum of \$150.00 (One Hundred-Fifty Dollars), per day as fixed, agreed and liquidated damages for each calendar day of delay until the Project is substantially completed, ready for operation, and the **CONTRACTOR** and his/her sureties shall be liable for the amount thereof. Provided, however, that the right of the **CONTRACTOR** to proceed shall not be terminated or the **CONTRACTOR** charged with liquidated damages because of any delays in the completion of the Project due to unforeseeable causes beyond the control and without the fault or negligence of the **CONTRACTOR**, INCLUDING, but not restricted to acts of God or of the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of Sub-Contractors due to such causes, and the **CONTRACTOR** shall, within ten (10) days from the beginning of any such delay (unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract) notify the OWNER in writing of the cause of delay who shall ascertain the facts and the extent of the delay and extend the time for completing the work, when, in its judgment, the facts justify such an extension and its findings of fact thereon shall be final and conclusive on the parties thereto.
- C. Sub-Contractors: The **CONTRACTOR** agrees to bind every sub-contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any Sub-Contractor and the OWNER.
- II. THE OWNER AGREES to pay, and the **CONTRACTOR** agrees to accept, in full payment for the performance of this Contract, the Contract amount of Dollars (\$_____) in accordance with the provisions of the Contract Documents.
- III. **AUTHORITY AND RESPONSIBILITY.** All work shall be done under the general supervision of the City of Big Rapids. The City of Big Rapids shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the **CONTRACTOR**.
- IV. **SUCCESSOR AND ASSIGNS:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER AND THE **CONTRACTOR** respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the **CONTRACTOR** shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.
- V. Contractor shall repair, replace, or otherwise correct any and all defects in materials and/or workmanship for improvements constructed under this contract, to the full satisfaction and without cost to the City of Big Rapids.

The parties have made and executed this Agreement, effective as of the day and year first above written.

Witness

CONTRACTOR

By

Title

Business Address

() _____
Telephone Number

OWNER: CITY OF BIG RAPIDS

Witness

Mark Gifford

City Manager
Title

Drafted by:
Bradley A. Fowler
City Attorney
900 Monroe Ave. NW
Grand Rapids, MI 49503

PROPOSAL'S CHECKLIST

This check list shall be completed by potential proposals. Please check the appropriate response as to whether or not you are familiar with and/or implement the following safety and health programs.

	YES	NO	NA
1. Familiar with MIOSHA Regulations	[]	[]	[]
2. Are Safety Standards Used Daily	[]	[]	[]
3. Written Safety Program	[]	[]	[]
4. Safety Coordinator	[]	[]	[]
Name _____ Title _____			
5. Michigan Right-To-Know Program	[]	[]	[]
6. Permit Required Confined Space Entry Program	[]	[]	[]
7. Proper Lock Out/Tag Out Program	[]	[]	[]
8. First Aid Personnel on Site	[]	[]	[]
9. Emergency Preparedness Plan	[]	[]	[]
10. Fire Safety and Suppression Plan	[]	[]	[]
11. Personal Protective Equipment Used	[]	[]	[]
12. Auto Safety	[]	[]	[]
a. MVR Checks	[]	[]	[]
b. CDL Certification	[]	[]	[]
13. Proper MDOT Roadway Procedures	[]	[]	[]
14. Proper Trenching/Excavation Standards	[]	[]	[]
15. Preventive Maintenance Program	[]	[]	[]
16. Process Safety Management of Highly Hazardous Chemicals (when applicable)	[]	[]	[]

I attest that the above responses are true to the best of my knowledge.

Witness: _____

City Representative: _____

Proposal or Representative: _____

Date: _____

Title: _____

State Proposal or License Number:

CITY OF BIG RAPIDS

Big Rapids Wayfinding.