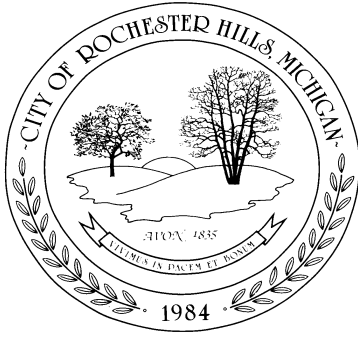




December 15, 2008

**NOTICE OF INTENT TO ACCEPT PROPOSALS FOR
DESIGN BUILD SERVICES FOR VAN HOOSEN JONES-
STONEY CREEK CEMETERY CHAPEL
RH-RFP-08-047**

The City of Rochester Hills is soliciting proposals from qualified firms to provide design build services for the Van Hoosen Jones-Stoney Creek Cemetery Chapel. Sealed proposals will be received by the City of Rochester Hills at the Purchasing Division Office, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 until **3:00 P.M.** Local time, **TUESDAY, JANUARY 27, 2009**, at which time and place the names of proposers will be announced.

A PRE-PROPOSAL MEETING will be held at the Van Hoosen Jones-Stoney Creek Cemetery located at 750 E. Tienken Road, (Tienken Road and Sheldon Road) Rochester Hills, Michigan on WEDNESDAY, JANUARY 7, 2009, at 11:00 a.m. Proposers are encouraged to attend.

Proposal security shall be a bond provided by a surety company acceptable to the City, which is authorized to do business in the State of Michigan or certified check, equivalent to five percent (5%) of the amount of the proposal, and shall be delivered to the City with the sealed proposal.

The City of Rochester Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, select City Services, Purchasing and Vendor Registration to link to the MITN website. Final proposal results will be posted on the MITN website after award.

Any deviation from the specifications must be noted on the proposal.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Please submit proposal on or before the date and time given above to:

Jean Farris, CPPB, Supervisor of Procurement
City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, MI 48309

All proposals (**6 copies**) must be submitted in a Sealed Envelope marked "**RFP – DESIGN BUILD SERVICES FOR VAN HOOSEN JONES-STONEY CREEK CEMETERY CHAPEL.**"

BACKGROUND INFORMATION

The City of Rochester Hills is a residential community in Oakland County, Michigan, and covers 36 square miles of suburban community. Rochester Hills is located 30 miles north of Detroit. The City's population exceeds 70,000. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

The Van Hoosen Jones-Stoney Creek Cemetery is adjacent to the Stoney Creek Historic District. The land was donated to Avon Township by the late Dr. Sarah Van Hoosen Jones in 1956. It is comprised of 16.8 acres with rolling terrain. It opened in 1978 and consists of 11,200 burial plots each with two spaces.

SCOPE OF WORK

This project will consist of design build services to prepare a complete set of design documents for permitting and construction and for the construction of the cemetery chapel. The final design will be developed with significant project stakeholder's input. The entire design build process must provide for the complete design and construction of the required Cemetery Chapel project on a "turn-key" basis within the established project budget of \$200,000.00.

Site Description: The City of Rochester Hills is the owner of the cemetery, although the property is located within the City of Rochester. The proposed location for the construction of the chapel is on the north end of the property.

Purpose of Building: The building's purpose is for final committal services (Assembly Use) out of the weather. These activities involve a standing audience, casket and funeral attendants, including pallbearers and honors guards.

Building Description:

- Building with north/south orientation
- Main entrance on south
- Side entrance on east for future columbarium garden access and access to driveway to accommodate hearse/vault for final burial
- Greek Revival style, estimated at 26' x 40' with 26' x 30' useable space within the chapel area
- Compliance with building codes for Assembly Use, Occupancy load 154 standing people
- Bathroom located opposite of entry doors at front of building
- Maintenance/Service Room for mechanical/plumbing and storage of folding chairs located opposite of entry doors at front of building
- General use area to the rear (north); space for casket to be placed on bier at north end of building with open space behind bier for pallbearers and/or honor guard
- Standard wood/masonry construction in compliance with all building codes for governmental (non-residential) assembly use
- Vinyl siding/trim, masonry foundation
- Floor – concrete slab (colored concrete finish or indoor/outdoor carpet)
- Roofing – shingle roofing to match maintenance building on site
- Interior finish - drywall/painted

- Ceiling - open rafters/beams or cathedral style
- Doors – Two points of ingress/egress (front-south and side rear-east); Double door sets for required access
- Windows – Paned windows matching building style capable of providing ventilation
- Interior – Basic interior trim; maintenance free
- Heating system – Heat requirements for minimal heating
- Plumbing – Plumbing dependent on use/requirements. Water is available at site. Bathroom facilities, if required; single unisex is preferred. City of Rochester Building Official requires bathroom facilities based on Assembly Use. See Letter dated January 29, 2007, Appendix A. An exemption from the State is necessary relative to the bathroom facilities requirement.
- Septic System/Field – site is located more than 200 feet from sewer line; Oakland County Health Department issues permits for septic system locations.
- Electrical/Lighting – as required by code
- Ceiling fans – required for ventilation; possibly combined with lighting fixtures
- Parking – to be proposed. Experience with other cemeteries indicate an “eyebrow” of pavement in close proximity to the front door to provide easy access for the casket and family. Remaining cars in funeral procession are parked to side of road. Handicap parking in question, as funeral directors typically identify access needs and assist individuals.
- Fire Suppression – Per code requirements. Assembly Use, most occupants standing with exception of temporary seating for immediate family.

Design Build Services: The design build services specifically include, but are not limited to the following services, for a guaranteed maximum price (GMP) within the City’s budget.

- Professional Fees/Reimbursable Expenses – including all architects, engineers, surveyors, specialty consultants and subcontractors’ for design development and construction; selected firm shall engage all required firms for a complete project.
- Pre-Design Surveys Investigations and Testing - including preliminary evaluation, constructability review and preliminary estimates, geotechnical soils borings and reports and value engineering.
- All required approvals and permitting, including applicable fees, from federal, state, county and local governing jurisdictions, including securing required exemptions from appropriate agencies; all required documentation shall be provided by selected firm.
- All plans for site plan, site engineering and building permit/code compliance approvals from the City of Rochester, must be reviewed and approved by the City of Rochester Hills for specification compliance. If any differences occur from approvals received from Rochester Hills to approvals or rejections at the City of Rochester, the City of Rochester Hills must be notified for agreement/approval.
- Sealed plans as required will be prepared for all presentations, permits, etc. One (1) set of all final approved plans shall be submitted to the City of Rochester Hills.
- Site Development – site preparation, grading, drainage, irrigation and landscaping
- New Construction – all construction including, but not limited to, coordination, subcontractors, work, equipment, materials, etc. and completion (final inspections) in compliance with the final designed project. Subcontractors contracts shall be administered and held by Construction Manager.

- Construction activities shall be coordinated with the Cemetery Sexton in the event of a burial service.
- Utility Services – includes water, wastewater, mechanical and electrical as required.
- Construction inspection, quality control and quality assurance
- Design and Construction Contingencies/Allowances/Change Orders
- Schedule and conduct meetings of project team and other required meetings; provide special programs, as required.
- Taxes, as required
- Complete field “as-built” documentation and final electronic “record” drawings
- Start-up, commissioning, testing and staff training on use of all systems
- Structure shall have a minimum one (1) year warranty from date of final completion.
- Additional services as mutually agreed between selected firm and the City

Mandatory Requirements

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure and understand that:

1. They will work closely with the City of Rochester Hills staff during all phases of the work.
2. All licenses required for a discipline by the State of Michigan shall be maintained during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will ensure a timely completion.
5. The firm will comply with administrative procedures related to the project.
6. Work will not begin on any task within the project without the written notice from the City of Rochester Hills. All tasks will be within the budget constraints of the City.
7. All documents shall be approved by the City of Rochester Hills.

Project Schedule: Design development will begin immediately upon award of the contract with a completion date anticipated for December 31, 2009.

Use of Design Build Process: This project will employ the design build project delivery process to encourage a creative problem solving approach through the interactive efforts of an experienced, highly motivated Design Build Team. The design build process will foster a cooperative owner-designer-contractor effort to identify potential value enhancement concepts throughout the design and construction process.

The City’s primary objective in utilizing the design build approach is to successfully meet the challenges presented by this project in a cost effective and efficient outcome. The City requests a

complete project that provides functional design and construction quality within the established project budget. The City encourages development of creative options to maximize the value of the end product within budget constraints.

INSTRUCTIONS FOR SUBMITTAL

Proposals must address the following specific criteria in the order and format indicated.

1. Cover Letter - Provide a letter of transmittal identifying the prime Proposer and introducing the proposed Design Build Team members. Briefly summarize the Team's background and any distinguishing qualities or capabilities that uniquely qualify the Team for this project. This letter is to be signed by the individual to be regarded as the team leader with authority to bind the team contractually.
2. Evaluation Criteria – The format as outlined in the Evaluation Criteria Section shall be followed. Proposals shall be as concise as possible. The composition of this Team shall not be changed without presentation of sufficient cause and subsequent written approval by the City.
3. Supportive Information – Supportive information may include organization charts, capacity charts, graphs, photographs, maps, resumes, licenses, references, etc. at the discretion of the proposer.

EVALUATION CRITERIA

1. Experience and Qualifications of the Design-Build Project Team

Firms shall submit a brief explanation of why their firm and subcontractors/subconsultants/architects/engineers are qualified for this particular project and how their project team's workload can accommodate the addition of a contract of this type. The firm shall also identify their internal policies/procedures to assure a quality product and completion of tasks on schedule and within budget. Of special interest to the City of Rochester Hills are:

- Quality assurance procedures to be used during the field investigation, design and construction phases to insure constructability and minimize design and construction change orders.
 - Procedures to assure completion of tasks on time and on budget.
 - Procedures to track performance of subcontractors and subconsultants.
 - Similar projects your firm has completed and their detailed history, total cost and schedule/timelines for design and construction.
 - Similar projects that the proposed team has worked collaborately to complete.
- a. Identify the primary firm and other firms, the design-build project manager, the construction project manager and architect/engineer, key staff and other members of the project team, their qualifications and experiences and address the role each member will perform in this project. Provide a current resume for these personnel and copies of current licenses.

1. Design-Build Project Manager. The person (or persons) who will:
 - Be responsible for ensuring that adequate personnel and other resources are made available for this project
 - Handle all contractual matters and permitting
 - Be ultimately responsible for the quality, costs and timeliness of the Design-Build team's performance; and
 - Be responsible for all design aspects of the project.

State the person's position and authority within the firm. Discuss previous projects similar in nature for which this person has performed a similar function. Discuss relevant experience, professional registration's education, award and other components of qualifications applicable to this project.

2. Construction Project Manager. The person who will actively manage the construction of this project. Identify all projects that this person will be involved with concurrently with the construction of this project and the anticipated time commitment to each. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project.
3. Architect/Engineer. The person(s) who is responsible for the design and engineering aspect of the project, including all required plans and drawings. Identify all projects that this person will be involved with concurrently with the construction of this project and the anticipated time commitment to each. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project.

- b. Identify other members of the project team including subconsultants/subcontractors that provide special expertise or will perform key tasks. Describe their anticipated roles and provide a brief statement of qualifications and experience for each.

2. **Qualifications of the Design-Build Firm/Available Resources/Capacity**

- a. Identify the legal structure of the firm and/or consortium of firms. Describe the business experience of the firm(s) as it relates to carrying out projects of this type.
- b. Describe the organizational structure of the firm or team of firms, including roles.
- c. Furnish examples of three similar projects in which participants have completed projects ahead of schedule and/or below budget. Provide an explanation.
- d. Describe proposer's procedure for developing, monitoring and maintaining project budgets and schedules.
- e. Indicate the resources available to perform the work for this project.
- f. Discuss how this project would impact current and anticipated workload.
- g. Describe any notable expertise or other special capabilities of members of the Design-Build project team that are critical to your proposal.

3. Technical Approach

- a. Briefly describe your overall plan for the design and construction of this project including a timeline.

4. Subcontractor Selection Plan

- a. Submit procedures for selecting subcontractors based on a combination of qualifications and price.

5. Project Innovation

- a. Demonstrate any innovative ways your project will reduce costs of construction, future maintenance, etc.

6. Cost

- a. Guaranteed maximum price proposal
- b. Warranty

ADDITIONAL INFORMATION

7. Supportive Information

Supportive information may include organizational charts, capacity charts, graphs, photographs, maps, additional resumes, licenses, references, etc.

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The contractor selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to:

- Qualifications and experience of team members
- Similar design build projects
- Project approach/methodology
- Project schedule
- Capacity of team to service the project
- Cost/Warranty

GENERAL CONDITIONS

All proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City of Rochester Hills reserves the right to negotiate separately with any proposer when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm

selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Rochester Hills.

The City of Rochester Hills reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.

The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, warranty, work plan, experience, and comparable projects/references may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

All proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive."

No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.

No proposal will be allowed to be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law. All proposers are held to prices proposed for 120 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City of Rochester Hills.

The City reserves the right to change or amend the Request for Proposal document by Addendum posted on the MITN website. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

Any deviation from the specifications must be noted in the proposal.

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful bidder with tax exemption certificates when requested.

All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of:

Jean A. Farris, CPPB
Supervisor of Procurement
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
Phone: 248-841-2538
Email: farrisj@rochesterhills.org

Only those persons designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those City employees designated above for appropriate review and response.

Contracts for work under this proposal will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.

The City of Rochester Hills shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Rochester Hills' best interest and will be final. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

If the awarded Contractor should neglect to perform the work properly or fail to perform any provision of this contract, the City of Rochester Hills, ten (10) days after providing written notice to the Contractor may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor plus twenty (20%) percent for failure to perform.

Should the awarded contractor abandon this project or if they should be adjudged bankrupt or if their performance of this contract is unnecessarily or unreasonably delayed; or if they should make a general assignment for the benefit of their creditors or if a receiver should be appointed on account of their insolvency or if they should persistently or repeatedly fail to fulfill portions of the contract requirements, the City shall have the right to cancel the contract with ten (10) da

No contract may be sublet without the written consent of the City of Rochester Hills. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract and shall provide insurance coverages as required from the principal Contractor. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.

Proposers shall provide Waivers of Lien.

The Contractor shall not assign this Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Contractor shall coordinate work as required by the City. If any part of the Contractor's work depends on the proper execution of any other contractor, the Contractor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other contractor's work.

The proposer will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, except as may otherwise be specified as "furnished by the City." All work shall meet with the approval of the Director of the Department of Public Service or his authorized representative, as conforming to the provisions and requirements of this contract.

Work shall be performed Monday through Friday, between 8:00 a.m. and 5:00 p.m., unless otherwise arranged with the City of Rochester Hills Director of Department of Public Service or his authorized representative. No work shall be performed on the Memorial Day, Fourth of July, Labor Day or Thanksgiving holiday period as defined by the Director of the Department of Public Service or his authorized representative.

The proposer will supervise and direct the work efficiently with due care, skill and attendance. The proposer will be responsible to ensure that the finished work complies accurately with the specifications.

The City may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. The City reserves the right to delete or add work without penalty or changes in the unit prices of the proposal. Time of completion affected by such changes shall be adjusted at the time of ordering such changes.

Proposers are advised that proposals are considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the submitted proposals or the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website. Proposal information will be available upon award of the contract.

As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

Payment

The awarded Contractor shall be required to submit authentic, accurate and itemized documentation as required by the contract for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered.

Insurance Requirements:

The proposer shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

1. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$2,000,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Motor Vehicle Liability. The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance: The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Professional Liability Insurance: Professional Liability coverage (errors and omissions) of not less than \$1,000,000 per claim. Professional liability insurance carried by the architect/engineer must cover all elements of the project including professional services performed by subcontractors. If the architect/engineer's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The City may require a copy of the professional liability insurance policy to verify coverage.
6. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board

members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”

7. Cancellation Notice. Workers.’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.”
8. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

Performance and Payment Bonds

Performance and payment bonds shall be required, satisfactory to the City executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the price specified in the proposal prior to execution of a contract. The bonds shall remain in effect for a period of one (1) year or until all necessary replacements have been accepted.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

INSTRUCTIONS TO PROPOSERS

- The following pages include a vendor questionnaire to be completed. Each item must be completed with a response. Proposers not responding to any of the specifications or questions may be classified as unresponsive.
- Supplemental information may be attached to your proposal.
- Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to

all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The City shall make the sole determination as to the significance to uninformed proposers. Questions regarding the proposal **must** be made in writing prior to **WEDNESDAY, JANUARY 7, 2009 at 5:00 p.m.**, at which time a response will be prepared and forwarded to all vendors.

- **Pre-Proposal Meeting will be conducted on WEDNESDAY, JANUARY 7, 2009 AT 11:00 a.m.** at the City of Rochester Hills City Offices (Auditorium on the lower level) located at 1000 Rochester Hills Drive, Rochester Hills, Michigan. All proposers are encouraged to attend at the date and time specified. There will be no additional opportunities to meet with staff.
- Six (6) copies of the proposal shall to be completed in legible form, preferably typewritten.
- PLEASE MARK YOUR ENVELOPES. **“RFP: –DESIGN BUILD SERVICES FOR VAN HOOSSEN JONES-STONEY CREEK CEMETERY CHAPEL”.**
- NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.
- **TIMELY SUBMITTAL:** Proposals are accepted until **TUESDAY, JANUARY 27, 2009, at 3:00 P.M.** Late submittals will not be accepted.
- The City of Rochester Hills reserves the right to reject any and all Request for Proposals (RFP), to waive any irregularity or informality in any RFP received, and to accept any RFP or part thereof, which shall be deemed to be most favorable to the interests of the City of Rochester Hills.

GENERAL SPECIFICATIONS

PART 1—SAFETY

- A. All contractors and subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Proposer shall provide all barricades, traffic control devices and other safety equipment, as necessary.
- B. Contractor shall take all necessary measures to prevent damage to other areas adjacent to his work. Should damage occur as a result of the Contractor’s work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor’s invoice.

- C. Contractor shall store materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of work, the work of other contractors or the operation of City business. Contractor shall not unload, move, hoist and/or store material or equipment so as to interfere with normal use of facilities, roads, driveways, sidewalks or building entrances, except with prior written authorization by the City of Rochester Hills.
- D. Contractor is responsible for the storage and security of equipment and materials and that of their subcontractors. Location of materials and equipment storage, vehicle parking and staging areas shall be established, only after approval by the City of Rochester Hills.
- E. Contractor shall perform cleanup of work area on a daily basis to remove debris from that day's work. At the completion of the work, the contractor shall remove all equipment, surplus material, rubbish and debris, etc., from the premises. All surfaces involved in the work shall be cleaned and made ready for use. Contractor shall remove all rubbish and debris from City property and legally dispose of it.
- F. The Contractor shall notify the Director of the Department of Public Services or his authorized representative, Oakland County Sheriff Department and Rochester Hills Fire Department a minimum of 72 business hours prior to the implementation of any detours, road closures, lane closures or major traffic shifts.
- G. The Contractor shall coordinate his operations with other contractors that may be performing work within or adjacent to the Construction Influence Area (CIA). The CIA shall include the entire construction limits as shown on the map and subsequent design drawings.

PART 2—MATERIALS AND DESIGN

- A. Equipment and materials provided shall be standard product of a manufacturer, regularly engaged in the manufacture of the product that have been performing satisfactorily. The equipment shall be supported by an authorized service organization or factory employee (of the manufacturer/supplier) that is reasonably convenient to the jobsite. Discontinued models are not acceptable. No work shall be started before all materials are in the possession of the Contractor.
- B. Contractor shall represent and warrant that the goods, materials and supplies or components offered to the City under this proposal are new, not used or re-conditioned and are not such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies or components offered are current production models of the respective manufacturer.

PART 3—INSTALLATION

- A. Contractor shall maintain continuously a competent superintendent, satisfactory to the City, with the authority to act for him in all matters pertaining to the work. Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the City for material and equipment storage.

- B. Contractor shall be responsible for the removal and legal disposal of sod, debris or any other materials from the construction site.
- C. It shall be understood and agreed upon by the Contractor that the work herein described shall be completed in every detail, even though every item involved is not particularly mentioned. The Contractor shall be held to provide all labor and materials for the completion of work intended and described.
- D. All existing trees shall be protected.

PART 4—QUALITY ASSURANCE

- A. The Contractor shall maintain continuously a competent superintendent, satisfactory to the City, with authority to act for him in all matters pertaining to the work.
- B. The Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the City's representative for material and equipment storage.
- C. Manufacturer's 1-year warranty from date of acceptance on materials and contractor's warranty on all materials, equipment and workmanship for a period of 1-year from the date of final acceptance of the complete job, against original defects of material and workmanship or excessive wear or deterioration and defects to be made good at the Contractor's expense with no cost or obligation to the City.

PART 5—DELIVERY, STORAGE, AND HANDLING

- A. Store and handle materials to prevent damage and deterioration. Materials damaged or defective as determined by the Director of Department of Public Service or his authorized representative shall be replaced or repaired at no additional cost to the City.
- B. Storage of materials and equipment in conjunction with this contract is the responsibility of the Contractor. Stored materials and equipment on site shall be stored in a location as directed by the Director of the Department of Public Service or his authorized representative.

PART 6—PROJECT CONDITIONS

- A. The proposer acknowledges that he has examined the site and the submission of a proposal shall be considered evidence that examination has been made. The proposer has carefully estimated the difficulties with the existing conditions as they relate to the total and entire satisfactory completion of the work.
- B. All work shall be completed in accordance with the specifications and standard trade practices.
- C. The contractor shall field verify all quantities, measurements, dimensions, and existing conditions, including static water pressure. The contractor shall review the contents of the specifications and verify discrepancies (if any) prior to submitting this proposal

document. There will be no change orders based on mistaken quantity, count, measurements or dimensions.

PART 7—CODES AND STANDARDS

- A. The Contractor shall perform all work in accordance with applicable local, State and Federal laws, rules, regulations, zoning and building codes, as well as M.I.O.S.H.A. guidelines in effect at the time of the project.
- B. Any permits for the installation or construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. Contractor shall also arrange for and pay all costs in connection with any inspections and examinations required by these authorities.
- C. In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Director of the Department of Public Service or his authorized representative, the Contractor shall notify the Department of Public Service or his authorized representative at least twenty four (24) hours in advance of the time and such inspection and/or direction is required.
- D. Any necessary alterations to the project needed because of failure of the Contractor to have the required inspections shall be performed at the Contractor's own expense.
- E. The Contractor shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan and/or the Oakland County Drain Commissioner. If a soil erosion control permit is required on this project, the Contractor shall adhere to the specific conditions of the project permit. The Contractor shall conduct his operations so as not to allow excavated material to enter the existing sewer system. Existing storm drainage shall be maintained at all times.
- F. The Contractor shall provide for the protection of the public, City employees and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the City representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

PART 8—PROPOSERS RESPONSIBILITY

- A. It shall be the responsibility of the proposer to become familiar with the premises specified and the work to be performed according to the specifications.
- B. By submitting a proposal, the proposer acknowledges that he/she has investigated and satisfied himself/herself as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water and electric power. Any failure of the proposer to acquaint himself/herself with the available information will not relieve him/her for

responsibility for properly estimating the cost of successfully performing the work. The City of Rochester Hills shall not be responsible for any conclusions or interpretations made by the contractor of information made available by the City of Rochester Hills.

- C. Successful contractor is responsible for locating all telephone, cable TV, fiber optics, gas, water, sewer and electrical lines before any digging. Vendor shall contact MISS DIG at 1-800-482-7171 at least three (3) full days before digging or working. Contractor shall be held responsible and liable for any damages incurred resulting from his/her negligence. The contractor shall protect existing systems and utility services and be responsible for their replacement if damaged.

PART 9—FINAL CLEANUP/RESTORATION

- A. The work shall not be considered as completed, nor will final payment be made until the area has been restored to a neat, orderly appearance acceptable to the Department of Public Service or his authorized representative. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation must be removed from the site.
- B. Repair of all areas disturbed by the Contractor's operations shall be in accordance with the best modern practices, the City's standards and/or as specified at the time of requested service. Contractor shall go over the entire project and remove all construction debris, including forms, form pins, waste concrete, bracing and any other deleterious materials. Refill any places that may have settled. The contractor shall then re-grade and fills all areas that may have been disturbed through their operations.
- C. The Contractor shall place a minimum of two inches (2") of topsoil in all locations that were disturbed by the performed services and shall plant Class A seed at a rate of two hundred (200) pounds per acre over all new top-soiled areas. Contractor shall use a drop spreader for the distribution of grass seed and cover with a thin layer of straw. Periodic application of nutrients and fertilizer for a strong grass growth shall be included. Contractor shall inspect and provide additional seeding, if required for a thick and healthy lawn.

PART 10 – TRAINING

- A. City of Rochester Hills personnel shall be trained on operating functions of the structure.
- B. Written operating and maintenance instructions shall be provided, as well as instruction sheets and parts lists for all operating equipment.

**NOTICE OF INTENT TO ACCEPT
PROPOSALS FOR DESIGN BUILD SERVICES FOR
AT VAN HOOSSEN JONES-STONEY CREEK CEMETERY CHAPEL
RH-RFP-08-046**

VENDOR QUESTIONNAIRE

Date: _____

FIRM 1 – Lead Firm

Firm Name: _____

Address: _____

City: _____

Firm Established: _____ **Years in Business:** _____

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many years has your company been providing the services requested in this RFP?

Provide information on other firms proposed for this project:

FIRM 2

Firm Name: _____

Address: _____

City: _____

Firm Established: _____ **Years in Business:** _____

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation

- d. Joint Venture
e. Other

How many years has your company been providing the services requested in this RFP?

FIRM 3

Firm Name: _____

Address:_____

City: _____

Firm Established: _____ **Years in Business:** _____

Type of Organization: (Circle One)

- Individual
- Partnership
- Corporation
- Joint Venture
- Other

How many years has your company been providing the services requested in this RFP?

List the last five (5) contracts for design-build services. Describe services, names, address and telephone number. Please include public sector clients and clients within the State of Michigan.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. A vertical red margin line is present on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled sheet.

[illegible]

Full-time employees: _____ Part-time employees: _____

What is the approximate time frame for completion of the project? Please state start time (in days) after award of contract, as well as estimated date of completion.

Describe the warranty for the project, both by the contractor and architect/engineer. Please provide a copy of written warranty with proposal submittal.

Ability to meet insurance requirements.

Yes_____ No_____

Ability to meet bond requirements.

Yes_____ No_____

**NOTICE OF INTENT TO ACCEPT
PROPOSALS FOR DESIGN BUILD SERVICES FOR
VAN HOOSEN JONES-STONEY CREEK CEMETERY CHAPEL
RH-RFP-08-046**

PROPOSAL FORM

Cost Proposal:

Guaranteed Maximum Price Proposal

Total Lump Sum \$_____ for complete project

List any exceptions/alternates to the specifications contained in this Request for Proposal.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Design Build Services for the Van Hoosen Jones-Stoney Creek Cemetery Chapel, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through the term of the contract.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham

proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the City of Rochester Hills.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Representative's Name: _____ **Title:** _____

Signature: _____

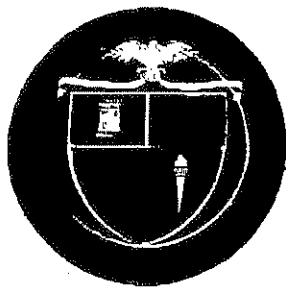
Address: _____

City/State/Zip Code: _____

Telephone Number: _____ **Fax Number:** _____

E-Mail Address: _____

Dated _____



City of Rochester

400 SIXTH STREET
ROCHESTER, MICHIGAN 48307
TELEPHONE (248) 651-9061
FAX (248) 651-2624

January 29th, 2007

Ms. Brenda Zabaroni
1074 Springwood Lane
Rochester Hills, Michigan
48309

Re: Possible State exception for Cemetery Chapel bathrooms.

Dear Ms. Zabaroni,

On January 26th, 2007, we contacted Mr. Andy Newman of the State of Michigan Plumbing division. Per this discussion, no exception is allowed for cemetery chapels. He did however ask that you write to him to request an exception from the bathroom requirement. In your letter you must state very precisely:

1. The size of the proposed building.
2. The proposed use of the building.
3. The expected length of time the building will be used each time.
4. The number of times you expect the building to be used each year.
5. The occupant load of the building.

I have reviewed the 2003 Michigan Building Code to give you the following code requirements;

1. 30' X 40' building = 1,200 sq ft.
2. The use group is A-3
3. The occupant load is calculated based on 5 sq ft per person = 240 persons max.
4. Toilet facilities required for this use;
 - a. Water Closets: Men = 1/150 persons. Women = 1/75 persons. The occupant load is calculated based on 50% of each sex, therefore, 4 toilets or a combination of toilets and urinals are required for the men's room and 8 toilets are required for the women's room. (you may state an "Actual expected" occupant load but be sure to state the allowed maximum of 240 persons)
5. In addition to the above, 1 drinking fountain and 1 service sink are required.



Your letter must be a notarized affidavit and should be addressed to:

Mr. Andy Newman
P.O. Box 30254
Lansing, Michigan
48909

If you wish I will review your letter before you send it.

Please feel free to contact me if you have further questions.

Sincerely,


Edward K. Alward
Building Inspector

