

# CIVIL ENGINEERING & CONSULTING SERVICES

FOR

Innovation Central High School, GR Montessori (including Lyon Lot), Kent Hills Elementary, Congress Elementary, and CA Frost Science Academy

GRAND RAPIDS PUBLIC SCHOOLS

## Request for Proposal

Issued by:

The Ad Hoc Committee  
Professional Service Contractor Selection  
Proposal Due Date: May 9, 2024 @ 11:30AM  
Issuing Office: Grand Rapids Public School District  
Office of Facilities Management & Planning

This is a Qualification Based Selection Process. Complete submittal of information requested in this document is essential to the selection process. Failure to provide this information may result in not being considered for the award of a contract.

April 25, 2024



# PROFESSIONAL SERVICES FOR SITE IMPROVEMENTS

## GRAND RAPIDS PUBLIC SCHOOLS

### GENERAL INFORMATION

#### A. Purpose

Grand Rapids Public Schools (GRPS) seeks professional design expertise to execute its Site Improvement Plan. The Professional Service Contractor (PSC) selected to design and oversee the site improvement projects at the six (6) identified locations must provide the full range of architectural and engineering capabilities for the entire scope of work. Successful design and construction of our projects may also require the use of specialists in testing, surveying, and landscaping. Implementing our Site Improvement Plan is a key component of the “Reimagine GRPS” and we seek the best consulting firms from our region to work collaboratively with our schools, communities, and administration.

To obtain the highest quality project within the time and budget allocations, GRPS seeks a PSC for the site improvements of six (6) project site locations through this Request for Proposal (RFP) process. This selection process articulates the district goals, reflects our guiding principles and provides openness and consistency so that all qualified firms receive fair consideration. Your Firm is invited to submit a proposal for the services required in this RFP in accordance with this letter and the following documents which are attached hereto. This RFP includes the following attachments:

- a. Project Site Plans
- b. Project Aerials
- c. Contract Documents (Standard Form of Agreement AIA B105-2017 and A105-2017, as modified)
- d. Proposal Form

*Owner reserves the right to accept or reject, in whole or in part, any or all Proposals submitted, waive any irregularities therein, and to award the Contract to other than the Firm submitting the lowest financial Proposal.*

#### B. Project Scope and Timeline

GRPS issues this RFP in its process to obtain Civil Engineering and consulting services for Innovation Central Highschool, GR Montessori (including Lyon Lot), Kent Hills Elementary, Congress Elementary and CA Frost Science Academy. These site improvements are a continuation of the 2023 Bond Program “Reimagine GRPS”. The

anticipated asphalt work includes parking lot, bus loop and service drives, concrete sidewalk & flatwork replacement and other site improvements to affected areas.

The scope of work shall involve the following:

- A. Evaluating existing sites, provide site surveys and soil borings, site visits and gathering related documents / information from the owner for assembly of suggested work to be completed at each facility.
- B. Site engineering construction drawings required for bidding and construction, municipal, state and county approvals to include the below items as required by individual site:
  - 1. Demolition diagrams and delineation
  - 2. Grading plans
  - 3. Paving plans
  - 4. Signage & Striping plans
  - 5. Site lighting
  - 6. Stormwater/Drainage plans (if necessary)
  - 7. All necessary details for construction and municipal/local approval (mix designs, rolled curbs, section details, soil erosion control, etc.)
  - 8. Cost estimate(s)
- C. Permit applications and plan review if required.
- D. Construction administration work to be included.
- E. Attend all meetings to accomplish items A, B, C and D above.

The Civil Engineering Designer and Consultant is to satisfy all applicable codes, ordinances and regulations as enforced by the city, county, state, or relevant federal agencies in preparing these contract documents. Where a conflict exists between any code and the Owner design or standard, the Civil Engineering Designer and Consultant shall consult with Owner prior to altering the design.

#### **Scope of Required Professional Services**

The terms and conditions of Agreement between GRPS and Civil Engineering Designer and Consultant shall be substantially based on the attached AIA B105-2017 and A105-2017, as modified, and inclusive of all attachments and exhibits and as clarified below.

The following is a list of clarifications of the services to be performed. It is intended to assist the Civil Engineering Designer and Consultant in understanding required tasks to be performed. It does not relieve the Civil Engineering Designer and Consultant's responsibility to deliver a complete set of drawings and specifications to GRPS and Contractor.

1. Basic Services
  - A. Basic services shall be as defined in AIA B105-2017 and A105-2017, as modified, and described herein.
2. Preliminary Investigative Services
  - A. The objective of the GRPS preliminary investigative services is to provide initial assessments, evaluations, and recommendations of all specified locations to determine repair, replacement, and repaving needs and priority based on the budget (refer to attached aerials and site drawings.) Provide a detailed opinion of probable cost by site.
  - B. The findings shall be summarized in a report which includes an overall assessment of each site. The report at minimum shall address the urgency of need, prioritization of need, detailed opinion of probably cost of recommended improvements, history of improvements to these locations based on information provided by GRPS, and photographs with captions.
  - C. The project sites are:
    1. Lyon Lot – 421 Fountain St NE, Grand Rapids, MI 49503 (Lot is located North of Innovation Central & GR Montessori off Lyon St NE)
    2. Grand Rapids Montessori – 421 Fountain St. NE, Grand Rapids, MI 49503
    3. Innovation Central HS– 421 Fountain St. NE, Grand Rapids, MI 49503
    4. Kent Hills Elementary –1445 Emerald Ave NE, Grand Rapids 49505
    5. Congress Elementary School – 940 Baldwin St SE, Grand Rapids 49506
    6. CA Frost Science Academy HS – 1417 Covell Ave NW, Grand Rapids 49504
3. Design Phase
  - A. **Design Development (50% complete)**
    1. Further verify and investigate existing conditions where necessary.
    2. Prepare design development documents that address site systems and code requirements.
    3. Conduct design development review meetings as required to assure that design solutions meet project requirements. Prepare minutes of these meetings.
    4. Provide plans and specifications in sufficient detail that clearly define major site systems and material selections to allow for a comprehensive technical review. Specifications shall describe scope of work, standards or execution, workmanship and other characteristics pertaining to the project.
    5. Cost estimate indicating labor and material quantities for the work described in the contract documents. The estimate shall list site systems and their components with associated costs and will be used to evaluate & compare against the project budget.
  - B. **95% Complete Documents (95% complete)**
    1. Provide 95% review plans and specifications for Owner review and acceptance prior to issuance of final CD set.



2. Provide 95% cost estimate indicating labor and material quantities for the work described in the contract documents. The estimate shall list site systems and their components with associated costs and will be used to evaluate & compare against the project budget.

**C. Contract Documents (100% complete)**

1. Contract documents shall be complete and adequate for issuance of necessary local and State permits, including all revisions from preliminary reviews by authorities having jurisdiction.
2. Contract documents will be suitable for use for bidding by Sitework and/or Asphalt Paving Contractors.
3. Conduct review meetings as required to assure that contract documents meet project requirements. Prepare minutes of these meetings.

**4. Bidding and Award Phase**

- A. Develop bidding documents for contractors including evaluating terms and conditions, alternates, unit pricing, etc.
- B. Respond to written requests for information. Issue addenda as required to clarify the construction requirements.
- C. Organize and participate in post-bid interview meeting with apparent low contractors to review scope, schedule, and pricing, and make recommendation to owner.

**5. Construction Phase – Administration of the Contract**

- A. Respond to written requests for information. Issue bulletins and/or construction change directives as required to clarify the construction requirements.
- B. Provide field observation to monitor all work throughout the project(s). Include weekly site visits as required to supervise the construction activities. Attendance at meetings is required and should NOT be considered supervision. Field observers must be on site for the appropriate amount of time required to maintain progress on the project when construction activities are scheduled.
- C. Provide detailed field observation report for each site once work is in progress. Site visits must be documented, and all pertinent details must be summarized in a detailed written report including photographs, notes, activities, concerns, etc. These reports are to be available upon request of GRPS and to be included in closeout documents.
- D. All field observation must be performed by personnel who is either a Field Engineer (FE), Professional Engineer (PE), Technician or have at least five (5) years of pavement construction experience.
- E. Review and approve, if appropriate, shop drawings, samples, and other required submittals.
- F. Create and review detailed punch-list reports of each project.
- G. Review of final trade contractor submitted close-out documents including warranties, as-built drawings, reports, photographs, punch-list, etc. to ensure compliance with Construction Documents.
- H. At nine (9) months after substantial completion of EACH facility, provide a comprehensive review of all site improvements and submit a report. All non-conforming areas will be repaired by the installing contractor under the

supervision of the Civil Engineering Designer and Consultant, at no additional cost to the Owner.

- I. Conduct progress review meetings as required to assure that installation and progress meet project requirements. Prepare minutes of these meetings.
6. Phased Work
- A. Bid documents will be prepared and issued in a single bid package with individual breakouts for each site as agreed to by GRPS and the Civil Engineering Designer and Consultant.
  - B. GRPS may wish to start some critical portions earlier. Civil Engineering Designer and Consultant will endeavor to meet the GRPS's schedule.
7. AutoCAD
- A. Drawings shall be prepared using AutoCAD 2020 or later format. For each bid package, provide to GRPS and PMR one set of original plots in addition to the electronic DWG files. Printing and distribution will be coordinated by PMR.
8. Concurrent Work by GRPS
- A. The Civil Engineering Designer and Consultant will be required to coordinate with the GRPS's other concurrent work and/or ongoing activities which are in progress. Generally speaking, construction at these facilities may include new playgrounds, roofs and/or upgrades to the building HVAC systems.

The overall GRPS goals for these six(6) locations include the following:

LYON LOT	Repave/restripe. Identify, if any, site drainage concerns. Remove islands (and trees within islands); plant new trees; re-stripe to identify plow area (no parking zone)
GR MONTESSORI	Repave w/ heavy duty mix/restripe. Identify, if any, site drainage concerns. Address maintenance concern with islands (no maintenance ground cover or potential to reconfigure to add more spaces); remove old light poles
INNOVATION CENTRAL LOT & DRIVE	Repave w/ heavy duty mix/restripe. Identify, if any, site drainage concerns.
KENT HILLS ELEMENTARY	Repave front lot w/ heavy duty mix/restripe. Identify, if any, site drainage concerns. Investigate and address within the basic scope of work any design and solutions necessary for back lot.
CONGRESS ELEMENTARY	Repave/restripe. Identify, if any, site drainage concerns. Evaluate replacement of necessary concrete sidewalks, and entry pathways including but not limited to exterior stairs. Reduce pavement play areas and replace with grass. Restoration of retaining wall and perimeter fencing

CA SCIENCE ACADEMY HS	FROST	Repave w/ heavy duty mix/restripe. Identify, if any, site drainage concerns. Address maintenance concerns with islands; other potential solutions for cross walk.
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9. Schedule

- A. The intent is to accomplish the construction work in the summer of 2025. With a substantial completion date of August 1, 2025. Preliminary Investigative Services report to be completed within summer of 2024.

The Civil Engineer Designer is to propose construction duration for each location, propose sequence of projects, and opinion of which could be completed in 2024. It is GRPS intent to have one professional service provider overseeing projects awarded under a General Contractor agreement following the required public bids. The district may choose to award to one or multiple successful bidders to perform work at all 6 sites. The A/E firm will be required to work closely with the selected General contractor(s) to oversee the construction of the project and timely completion. Successful completion of the project includes completion of all Punch List items prior to Owner acceptance.

**The projected overall budget for these site improvements is approximately one million five hundred thousand dollars (\$1,500,000) inclusive of all soft costs of the Project.** In addition to architecture and engineering design documentation, the scope of work for the PSC includes, but is not limited to, maintaining and updating public information regarding the design and construction progress on the District website, attending construction progress meetings, and issuing weekly site visits progress reports.

**Project Timeline**

RFP Issuance:	April 25, 2024
Proposals Due:	May 9, 2024 at 11:30am
Interviews:	Week of May 13-15, 2024
Selection/Recommendation:	May 16, 2024
Finance Approval:	May 28, 2024
Board Approval:	June 3, 2024
Design Phase:	June-September 2024
Bid	October -November 2024
Construction:	May- July 2025
Substantial Completion:	August 1, 2025

### Pre-proposal Meeting / Site Visit

A pre-proposal meeting and site visit will be held on April 30th at 1:00pm at GRPS Facilities Building, 900 Union Ave NE, Grand Rapids, MI as well as a virtual option included via TEAMS link below.

### Join the meeting now

Meeting ID: 217 469 135 454

Passcode: 499HKn

### **Submit RFIs or Clarifications to Owner:**

*Hady ElSayed, Director of Planning, Design and Construction*  
900 Union NE  
Grand Rapids, MI 49503  
[Elsayedh@grps.org](mailto:Elsayedh@grps.org)

### **C. Issuing Office**

This RFP is issued by the GRPS Department of Facilities Management & Planning, hereinafter referred to as the issuing office. The Director of this department and point of contact for this Request for Qualifications is:

Alex Smart, RA, NCARB  
Executive Director Facilities and Operations  
Grand Rapids Public Schools Service Building  
900 Union NE  
Grand Rapids, Michigan 49503

### **D. Contract Award/Form of Agreement**

*This is a Request for Proposal only. Proposals will be treated as offers to enter into the Contract with Owner. Proposals will be treated as offers to enter into the Contract with GRPS. Owner and successful Firm shall memorialize their contractual relationship and obligations using the form of Contract attached to this RFP. The Contract contains many details regarding the Services required under this RFP, as well as the terms and conditions under which the Services shall be provided by the successful Firm. The Contract should be reviewed carefully by each Firm prior to submitting a Proposal. The final Contract shall be subject to review and approval of Owner's legal counsel. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Firm relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Firm and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Firm's opinion are not applicable to, the Firm, provided however, that exceptions or special conditions of the Firm will not be binding upon Owner unless those exceptions or special conditions are expressly accepted by Owner and incorporated into the final Contract. Following the selection of the successful Firm, if any, by Owner the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by Owner's legal counsel.*

**E. Selection Process and Criteria**

The selection of the successful firm by the Owner will be based on some, or all, of the following criteria (not in any particular order):

- A. Firm’s proposed team experience as related to similar projects.
- B. Evidence of capabilities to perform all requirements reflected in the RFP.
- C. Fee structure for all scopes of work
- D. Project schedule
- E. Client references and relevant experience
- F. Other criteria as determined by the Owner’s selection team.

This project will require a team effort where collaboration and interaction are highly valued as is the professionalism and contribution of all team members. To that end, the Owner will put as much emphasis on people and process as fees.

**F. Submittal Requirements**

Prepare and submit three (3) hard copies and one (1) electronic PDF copy of your proposal package to address and personnel named below. Packages should be in 8.5” x 11” format.

The following proposal format is required:

Cover Letter

Section 1 – Proposal Forms

- A. Detailed Proposal Form
- B. Familial Disclosure Statements
- C. Iran Disclosure Statement
- D. Criminal Background Disclosure Affidavit
- E. Non-Collusive Affidavit
- F. Debarment and Suspension Certification

Section 2 – Clarifications and Exceptions

Section 3 – Additional Information

**SECTION 1 – PROPOSAL FORMS**

- ◆ Utilize the proposal forms provided as Attachments to this RFP.

**Section 1A – Detailed Proposal Form**

- ◆ Complete and attach the Detailed Proposal Form included with this RFP.

**Section 1B – Familial Disclosure Statement**

- ◆ Complete and attach the Familial Disclosure Statement included with this RFP.

**Section 1C – Iran Disclosure Statement**

- ◆ Complete and attach the Iran Disclosure Statement included with this RFP.

**Section 1D – Criminal Background Disclosure Affidavit**

- ◆ Complete and attach the Non-Collusive Affidavit included with this RFP.

**Section 1E – Non-Collusive Affidavit**

- ◆ Complete and attach the Non-Collusive Affidavit included with this RFP.

**Section 1F – Debarment and Suspension Certification**

- ◆ Complete and attach the Debarment and Suspension Certification included with this RFP.

**SECTION 2 - CLARIFICATIONS / EXCEPTIONS**

- ◆ Please detail any clarifications, exceptions or exclusions to this RFP (scope, schedule, fee, etc.)
- ◆ List any/all exceptions taken to the Contract Documents provided. For each exception, alternative language must be proposed. Owner reserves the right to reject any proposed alternative language.
- ◆ The prevalence of these exceptions will be considered in reviewing the proposal and in the final selection of the Consultant for the project. Proposals that do not acknowledge these agreements or do not provide specific alternative language may be rejected.

**SECTION 3 – ADDITIONAL INFORMATION**

- ◆ Please include any additional relevant information

Sealed proposals for the work as described by the RFP package will be received as noted on the cover page. Please mark the envelope of all proposals with “**GRPS ~ Proposal for Civil Engineering and Consulting Services**” and include your firm’s name as well.

Your firm will be working closely with a General Contractor retained by GRPS. Close collaboration between your firm and the GC is expected on a weekly basis for the duration of the construction phase.

**The submittal requirements are:**

- Email and hand deliver your fee proposal to:  
*Alex Smart, Executive Director of Facilities and Operation*  
900 Union NE  
Grand Rapids, MI 49503  
[Smarta@grps.org](mailto:Smarta@grps.org)

Your submittal should be prepared simply and economically, providing a straightforward comprehensive description of the professional’s ability to meet the requirements of the request. Submittals must be signed by an official authorized to bind the professional to its provisions.

Your submittal will be considered a contract document. Submittals must remain valid for a minimum of sixty [60] days.

H. **Incurring Costs**

GRPS is not liable for any cost incurred by the professional prior to issuance of a contract.

I. **Prime Professional Service Contract Responsibilities**

The PSC is required to assume responsibility for all services offered in the submittal whether or not they possess them within their organization. Further, GRPS will consider the professional to be the sole point of contact with regarding to contractual matters, including payment for any and all charges resulting from the contract.

## **INSURANCE REQUIREMENTS**

The firm must acquire and continuously maintain during the period in which the consultant is performing services pursuant to this Contract, and provide the GRPS with acceptable proof of the following type and amounts of insurance coverage:

1. **Statutory Workers Compensation Insurance**
2. **Comprehensive General Liability Insurance** with separate limits of not less than \$1,000,000 per accident coverage against bodily injury and \$1,000,000 per accident coverage against property damage, or with a combined single limit against both bodily injury and property damage of not less than \$3,000,000 per occurrence. This coverage shall include a contractual liability endorsement.
3. **Comprehensive Owned and Non-Owned Automobile Liability Insurance** with the same minimum limits of coverage as that required for the **Comprehensive General Liability Insurance**.
4. **Professional Liability Insurance** coverage with an annual aggregate limit of not less than \$2,000,000.

The Grand Rapids Public School District and Plante Moran Realpoint, it's Owners Representative, must be named as additional insured by endorsement to the Comprehensive General Liability Policy. Certificates of insurance evidencing that the consultant has secured all of the foregoing insurance must be provided to the Grand Rapids Public School District. A minimum of thirty [30] days' notice to the GRPS prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

# Fair Employment Practices Agreement

## **Equal Opportunity [Affirmative Action Employer]**

The Grand Rapids Public School District, as an Equal Opportunity/Affirmative Action Employer, complies with federal and state laws prohibiting discrimination, including Title IV and Title VII [with amendments] of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Veterans Readjustment Act of 1974 as amended 28 USSC 20-12 and the Americans With Disabilities Act of 1990. It is the policy of the School Board that no person, on the basis of race, sex, height, weight, color, religion, national origin, or ancestry, age, marital status, disability, or veteran status, shall be discriminated against in employment, educational programs and activities, or admission.

Inquiries or complaints should be addressed to Frederica Williams, 1331 Martin Luther King Jr. St. SE, PO Box 117, Grand Rapids, Michigan 49501-0117.



# SWORN STATEMENT OF FAMILIAL RELATIONSHIP

As required by Section 1267 of the Revised School Code – MCL 380.1267

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says:

That \_\_\_\_\_ (The "Bidder") has bid for an improvement to the following described project located in Kent County, Michigan, which is owned by the Grand Rapids Public Schools:

**Project Name:** \_\_\_\_\_

That the following is a statement of disclosure of any familial relationship that exists between the owner or any employee of the Bidder and any member of the Grand Rapids Public Schools Board of Education or Superintendent, as required pursuant to Section 1267 of the Revised School Code, as amended.

1.  That there are no such familial relationships existing at this time.

OR

2.  That a familial relationship exists between

\_\_\_\_\_,

an  owner  employee of the Bidder who is the \_\_\_\_\_ relationship

of \_\_\_\_\_, who is  a member of the Board,  the Superintendent.

Deponent \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Acting in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**IRAN BUSINESS RELATIONSHIP  
AFFIDAVIT**

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at time of submittal.

**Certification**

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business" as the term is defined in the Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_



**NON-COLLUSIVE AFFIDAVIT**

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

- 1. The proposal has been arrived at by the consultant independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent bidding or competition; and,
- 2. The contents of the proposal have not been communicated by the consultant or its employees or agents to any person not an employee or agent of the consultant or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

\_\_\_\_\_  
Signature of Consultant

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County \_\_\_\_\_,  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

## DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

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Exceptions will not necessarily result in denial or award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** *Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this document on the signature portion thereof shall also constitute signature of this Certification.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**GRAND RAPIDS PUBLIC SCHOOLS (GRPS)  
2023 BOND PROGRAM  
REQUEST FOR PROPOSAL (RFP) – CIVIL ENGINEERING AND CONSULTING SERVICES  
ATTACHMENT d. PROPOSAL FORM  
APRIL 25, 2024**

NAME OF FIRM \_\_\_\_\_

FIRM'S ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm's Main Contact for Proposal \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

All Proposals submitted may not be withdrawn and shall be irrevocable for a minimum period as defined in this RFP.

**A. Cost Proposal**

Proposes to provide Design, Construction Document Development and Construction Administration Services for the construction project as follows (GRPS requires cost breakdown per site upon award):

1. **Preliminary Investigative Services – All Sites (Lump Sum Fee)** \$\_\_\_\_\_.  
(Includes topographical surveys and soil borings for each site)

2. **Design, Bid/Award & Construction Administration Phase Services:**

A Fixed Fee for design, bid/award & construction administration phase services after completion of the Preliminary Investigative Services and a reasonable determination of the Owner's Budget for each Project, as mutually agreed by the Owner and Architect.

\$\_\_\_\_\_

3. **Reimbursables**

Provide a list of items for which you would require reimbursement. In addition, please provide a not-to-exceed allowance for reimbursable Expenses on this Project.

Not-to-exceed Reimbursable Allowance \$\_\_\_\_\_

**GRAND RAPIDS PUBLIC SCHOOLS (GRPS)  
2023 BOND PROGRAM  
REQUEST FOR PROPOSAL (RFP) – CIVIL ENGINEERING AND CONSULTING SERVICES  
ATTACHMENT d. PROPOSAL FORM  
APRIL 25, 2024**

4. Hourly Rate (s)

a. The hourly rates for additional services with may be required by GRPS:

Billable Hourly Rate Schedule

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$ _____
Professional Engineer (PE)	\$ _____
Field Representative	\$ _____
Field Engineer (FE)	\$ _____
Draftsperson/Technician	\$ _____
Accounting	\$ _____
Clerical	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

**B. Addenda**

This proposal includes information for the following addenda:

Addenda No. \_\_\_\_\_ **Dated** \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ **Dated** \_\_\_\_\_

**C. Contractual Terms**

If selected, I agree to the contractual terms as provided in the RFP as noted below:

- AIA B105-2017 and A105 -2017, As Modified
- Exceptions to amended AIA B105-2017\*

\*Attach SPECIFIC proposed alternate contract language in Section 2

I have read and I understand the responsibilities required of the under the B105-2017 *Agreement between the Owner and Architect*, which are provided with the RFP. If selected, our company will be able to fulfill the requirements.

**SIGNATURE**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

By: \_\_\_\_\_

**GRAND RAPIDS PUBLIC SCHOOLS (GRPS)**  
**2023 BOND PROGRAM**  
**REQUEST FOR PROPOSAL (RFP) – CIVIL ENGINEERING AND CONSULTING SERVICES**  
**ATTACHMENT d. PROPOSAL FORM**  
**APRIL 25, 2024**

Signature

Position/Title: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

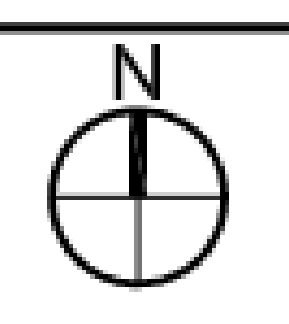
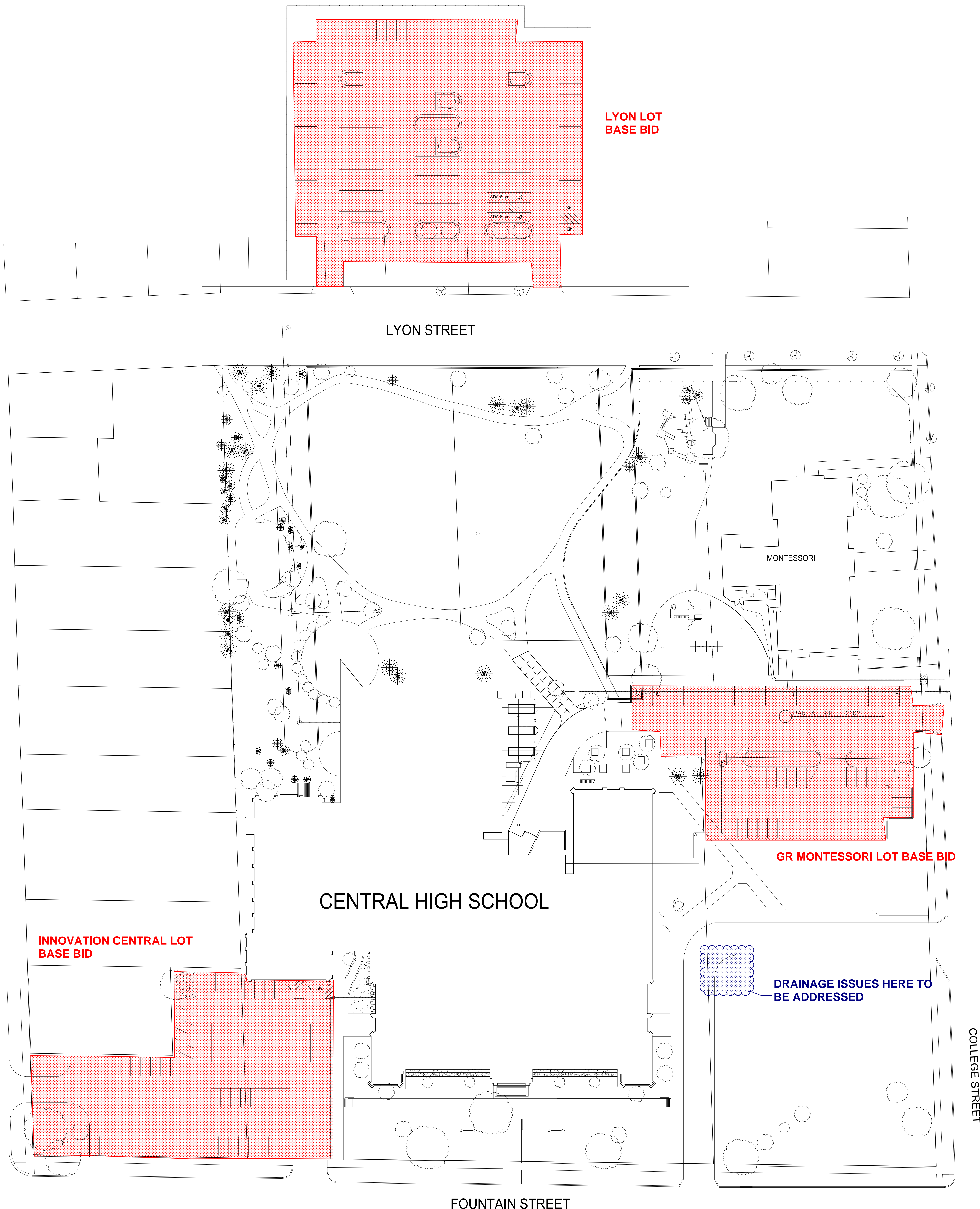
**PROPOSAL CHECKLIST**

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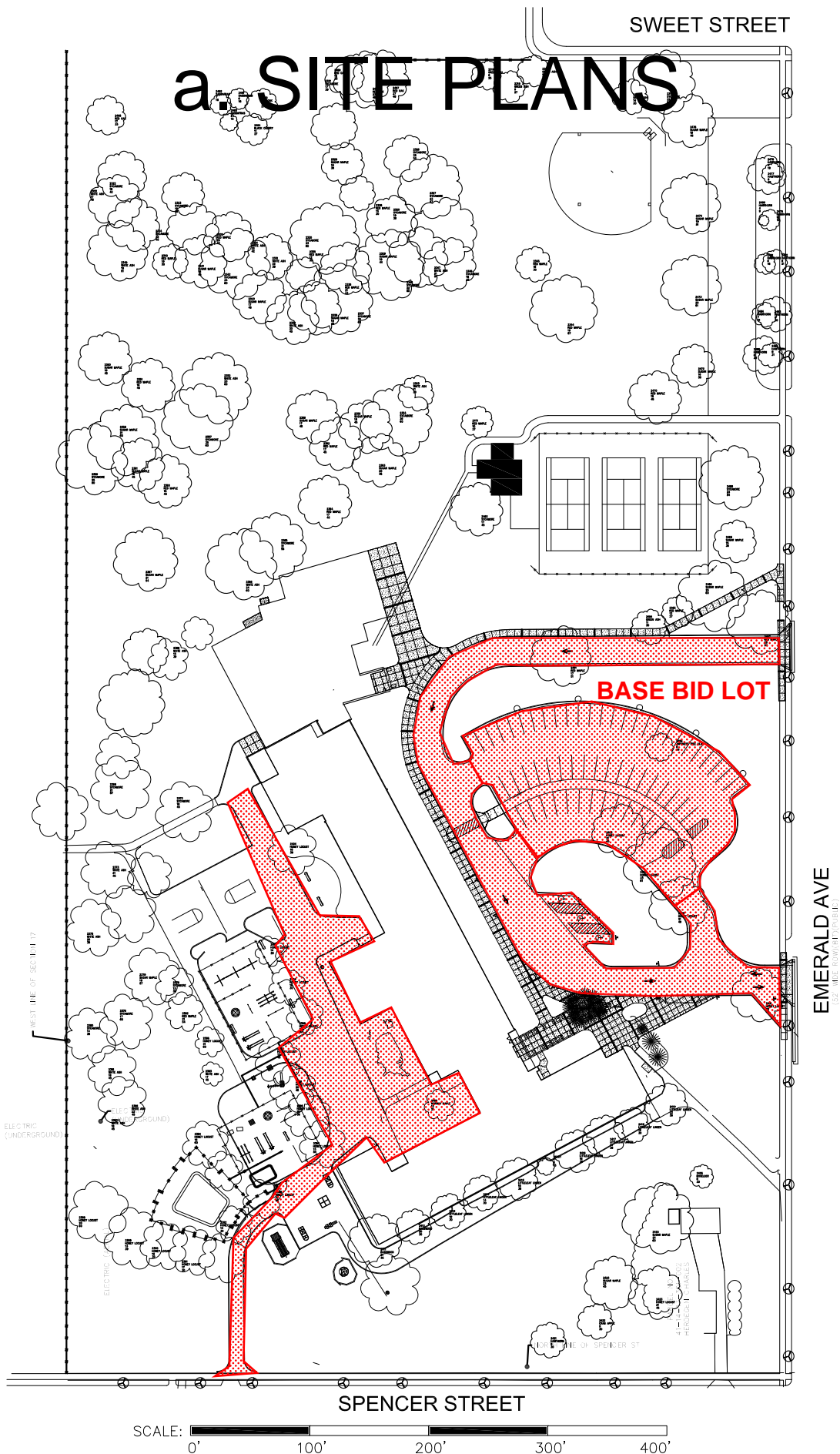
- Proposal Form (This Document)
- Familial Disclosure Statement
- Iran Disclosure Statement
- Non-Collusive Affidavit
- Criminal Background Disclosure Affidavit
- Debarment and Suspension Certification



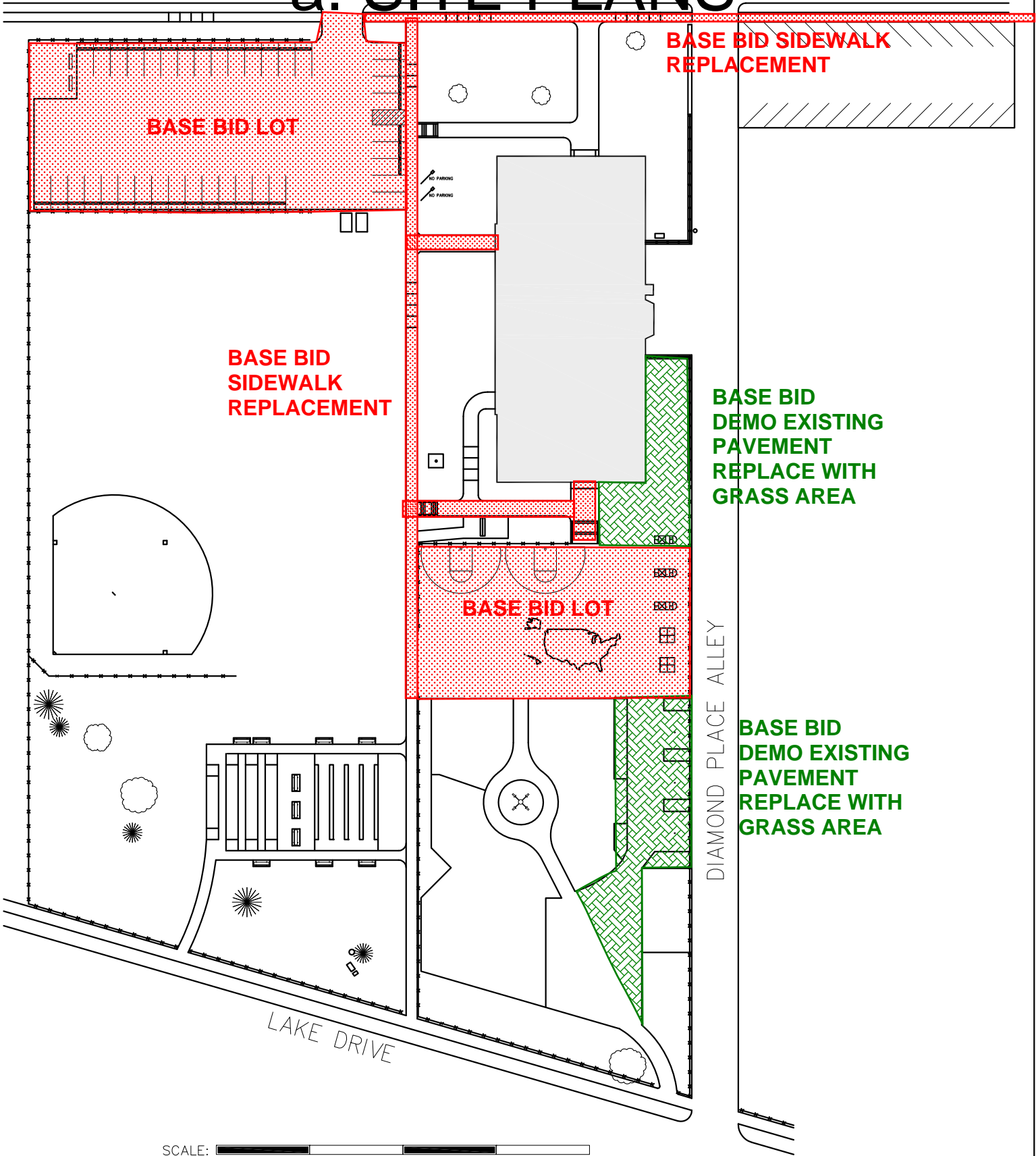
a. SITE PLANS



# a. SITE PLANS

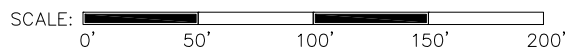
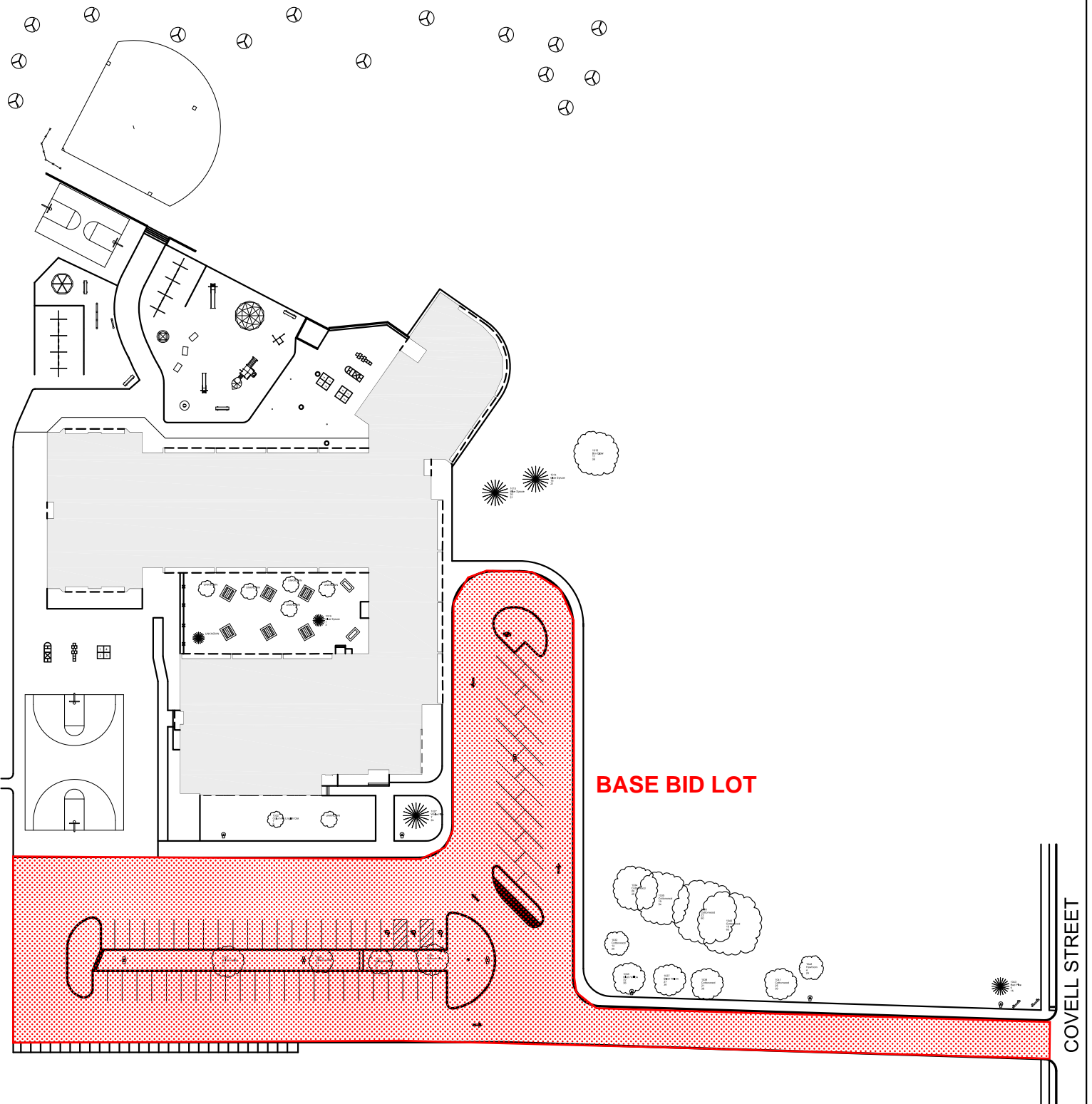


# a. SITE PLANS

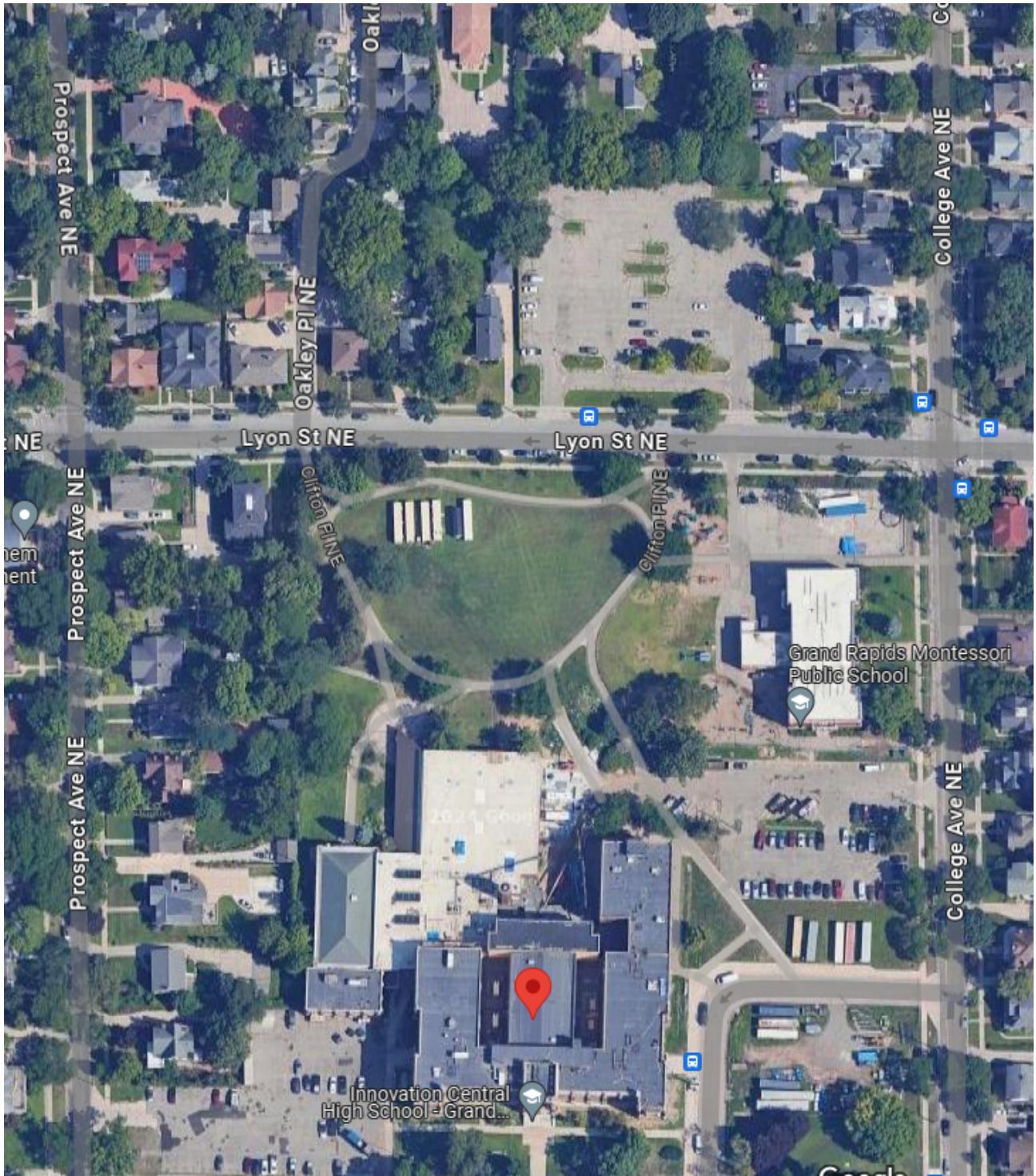




# a. SITE PLANS



**LYON LOT - 421 Fountain St. NE, Grand Rapids, MI 49503**  
**(Lot is located North of Innovation Central High School off Lyon St NE)**



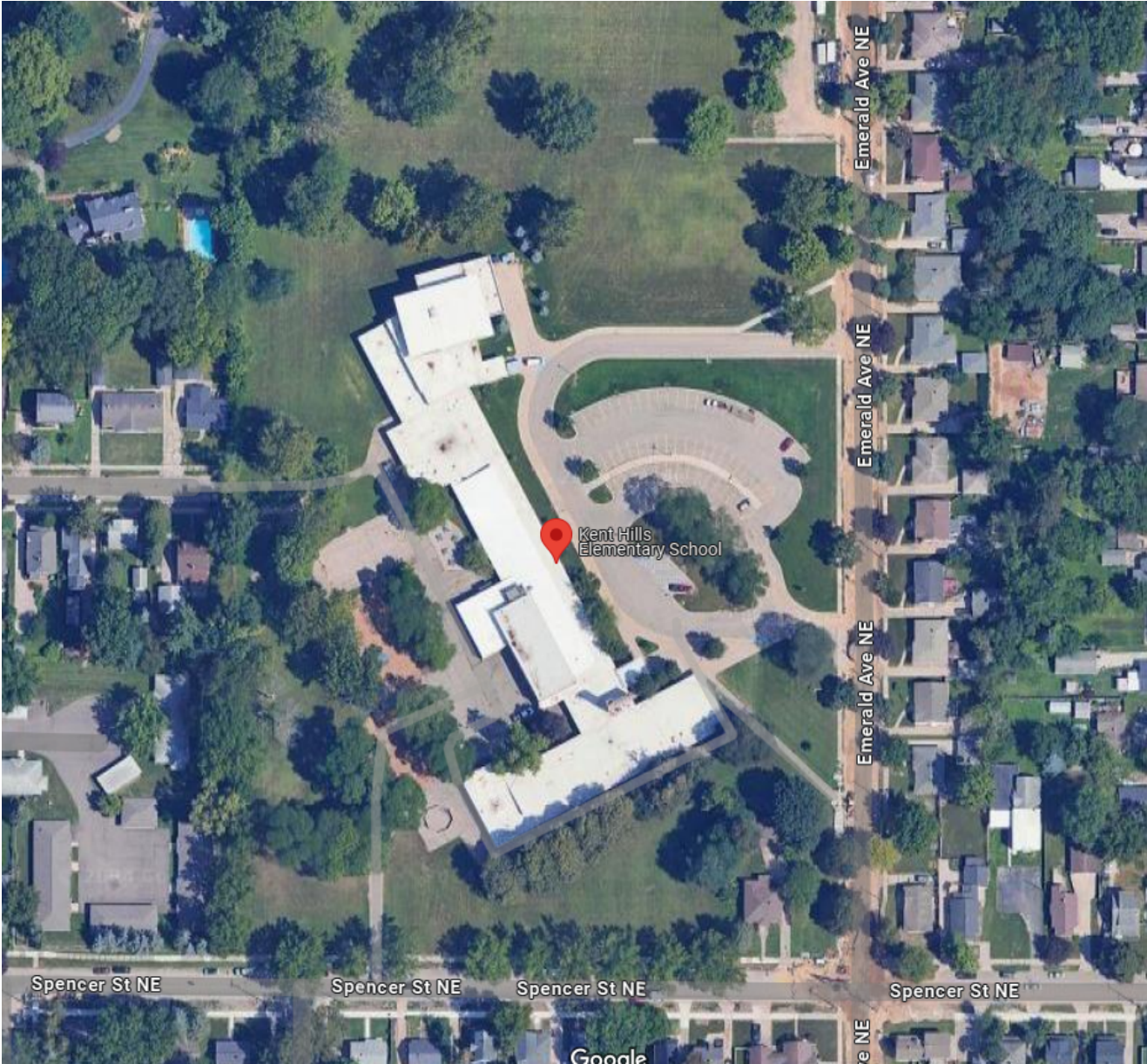


GR MONTESSORI & INNOVATION CENTRAL HIGH SCHOOL LOTS - 421 Fountain St. NE, Grand Rapids, MI 49503





**KENT HILLS ELEMENTARY SCHOOL - 1445 Emerald Ave NE, Grand Rapids, MI 49505**





**CONGRESS ELEMENTARY SCHOOL - 940 Baldwin St SE, Grand Rapids, MI 49506**





**CA FROST SCIENCE ACADEMY HIGH SCHOOL - 1417 Covell Ave NW, Grand Rapids, MI 49504**



# DRAFT AIA® Document B105® - 2017

## Standard Short Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the « » day of « » in the year «Two Thousand Twenty Four. »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Grand Rapids Public School District  
1331 Martin Luther King Jr. Street SE  
Grand Rapids, Michigan 49506

and the **CIVIL ENGINEER** (referred to as the "Architect" herein):  
(Name, legal status, address and other information)

«

for the following Project:  
(Name, location and detailed description)

«Grand Rapids Public School District - 2023 Bond Program  
Construction and Improvements related to Civil Engineering Services at the following  
District Properties:

as set forth in the Owner's RFP

, in accordance with Owner-approved plans and specifications, all applicable laws, the  
Owner's fixed budget, and as otherwise approved by the Owner. »

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

**§ 1.1** The Architect shall provide civil engineering services for the Project as described in this Agreement and as necessary for the complete design and construction of the Project. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and familiar with the school construction industry in Michigan. The Architect represents that it is properly licensed to provide the services required by this Agreement, and that it shall comply with any and all applicable federal, state, and local laws, rules, regulations, guidelines, codes and policies in any manner related to the Project. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect will not use a consultant to perform any of the Architect's responsibilities on the Project without the Owner's prior written permission.

**§ 1.2** The Architect's services include all obligations set forth in this Agreement and in any other Contract Document(s), including, but not limited to the following:

Civil Engineering Design and Consulting Services at \_\_\_\_\_ properties.

**§ 1.2.1** The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services, which may be adjusted only upon the mutual written agreement of the parties as the Project proceeds and shall include allowances for periods of time required for the Owner's review and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause and upon written agreement of the parties, be exceeded by the Architect or Owner.

**§ 1.2.2** The Architect will assist the Owner with developing the Owner's program and project scope and will also provide cost estimates at appropriate intervals and as otherwise reasonably requested by the Owner. During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. The Architect shall submit design documents to the Owner at intervals appropriate to the design process and as necessary to comply with the approved Project schedule. Upon the Owner's approval of the design, the Architect shall prepare Bidding and Construction Documents indicating requirements for the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities (such as MCL 380.1263 and MCL 380.1264), complying with applicable competitive bidding requirements (such as MCL 380.1267, MCL 380.1274, and MCL 380.1274a), in obtaining bids or proposals, and in awarding contracts for construction. The Architect shall, at appropriate times, contact the necessary governmental authorities required to approve the construction documents, to conduct inspections, or to provide any information or to request any other inspection or approval required for the Project.

**§ 1.2.3** The Architect, without any additional cost to the Owner, shall obtain and maintain throughout completion of the Architect's services, all insurances set forth below, in any attached Certificate of Insurance, as reasonably requested by the Owner, or as required by law, whichever is greater:

Commercial General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability:	\$1,000,000 per claim \$1,000,000 aggregate
Excess Umbrella Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000
Professional Liability:	\$2,000,000 annual aggregate

Insurance shall be either occurrence-based and maintained in force during the life of the Project and for a period of at least one (1) year following the date of substantial completion or claims-made and maintained in force during the life of the Project and for a period of not less than seven (7) years after the date of substantial completion. The Owner and Plante Moran Realpoint, LLC shall be identified as additional insureds on all applicable insurances. The Architect's insurance shall be primary and not contributory, using the 2013 version of ISO forms CG 2010 07 04 or its equivalent, attached hereto as Exhibit C.

**§ 1.2.4** During the Construction Phase, the Architect shall provide administration of the Contract between the Owner and Contractor. The Architect shall have authority and responsibility during construction to the extent allowed by law, and as described in this Agreement and AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor, as modified, which is incorporated herein by reference. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless such modifications are provided to the Architect before the Contractor performs services. The Architect's services during construction generally include interpreting the Contract Documents, reviewing the Contractor's services and submittals, reviewing and responding to submittals and requests for information, visiting the site at times and frequencies appropriate to the stage of construction, reviewing and certifying payments, administration of the construction contract, supervising construction, tracking Project costs, scheduling and attendance at project meetings, rejecting nonconforming Work, reviewing and providing recommendations regarding proposed change orders and other contract changes, making investigations and determinations regarding Substantial Completion and Final Completion, and scheduling and attending project close-out meetings.

**§ 1.2.5** Duties, responsibilities and limitations of authority of the Architect shall be consistent with the Agreement and, except as otherwise provided herein, shall not be restricted, modified or extended without written agreement of the Owner and Architect. The Architect shall advise and consult with the Owner (1) during construction until final payment to the Contractor(s) is due, and (2) at the Owner's written direction from time to time during the correction period described in the Contract Documents.

**§ 1.2.6** The Architect shall visit the site at intervals appropriate to the stage of construction (or more frequently as otherwise agreed by the Owner and Architect in writing) to become generally familiar with the progress and quality of the Work completed and to determine in general whether the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. Based upon the site visits provided by the Architect, the Architect shall keep the Owner informed of the progress and quality of the Work and shall guard the Owner against defects and deficiencies in the Work. The Architect shall comply with and perform all duties that may or must be performed by an "architect" or "engineer" for this Project, including under 1937 PA 306 and 1980 PA 299, which include cost estimating and may include supervision of construction.

**§ 1.2.7** The Owner and Architect acknowledge and agree that there are functions, responsibilities, activities and tasks not specifically described in this Agreement that are reasonably incidental to, and are required for, the proper performance of the Architect's services and completion of the Project, and are a necessary and inherent part of, or a necessary sub-part included within, the Architect's services. To the extent incidental to and consistent with the Project, such functions, responsibilities, activities, and tasks shall be deemed to be implied and included within the scope of the Architect's services to the same extent and in the same manner as if specifically described in this Agreement, at no additional cost to the Owner.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information specifically requested by the Architect about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project, taking into account the Owner's status as a public body, including being subject to the Michigan Open Meetings Act. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information, subject to the Architect's experience and expertise. As reasonably requested by the Architect, the Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. If requested, the Architect shall assist the Owner in obtaining the consulting services described herein. The Owner shall employ a Contractor selected by competitive bidding process in accordance with law.

### ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service. Upon execution of this Agreement, the Owner shall have a nonexclusive, irrevocable license and right to access, use and reproduce the Instruments of Service (in any form, format, or stage of completion) for purposes of constructing, using, maintaining, altering and adding to the Work or the buildings related thereto, or for completing the Work should Architect not provide services through completion. On behalf of, and for the benefit of, the Owner, the Architect shall obtain similar rights from the Architect's consultants, if any, consistent with this Agreement. Such rights shall, without limitation, authorize the Owner and the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors and other design professionals, to utilize and to reproduce applicable portions of the Instruments of Service for use in performing services, making improvements, or construction related to the Project. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses and rights described herein.

### ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services properly and timely performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice to the other party. .

### ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the State of Michigan. Neither party to this Agreement shall assign the contract without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, the Architect will promptly notify the Owner if it becomes aware of any materials or substances reasonably believed to be hazardous or toxic.

The Owner's fixed budget is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The budget shall not be exceeded without the Owner's prior written consent. If cost estimates or the lowest responsible bid(s) exceed the Owner's fixed budget, when also taking into consideration the Architect's fees and other applicable and projected Project costs, the Architect shall, without additional compensation, revise the Contract Documents and provide related bidding services and other services as necessary to bring the Project back within budget.

### ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

**§6.1** The Architect's Compensation for the proper and timely completion of Basic Services shall be:

Owner shall compensate the Architect a total Lump Sum Not-to-Exceed fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), including any and all Reimbursable Expenses, which is broken down as follows:

as set forth in the Owner's RFP.

Construction Administration Services as detailed herein are included in the Lump Sum Fee as stated above. In addition, the Contractor shall provide construction inspection & materials testing (any density testing before & during paving). Contractor shall provide daily reports for those days on site with weekly status report to the Owner. Contractor shall schedule weekly site visits as required to supervise the construction activities.

**§6.1.1** If directed by the Owner, the Architect will provide additional services during the construction phase and post-construction phase at Not-to-Exceed based on hourly rates. Prior to providing such services, the Architect will provide an estimate of hourly rates for the Owner's written approval, which estimate and related costs may only be modified in writing by the parties. The Owner and Architect agree to periodically review the Architect's estimate and modify as reasonable and necessary. »

The Owner shall not reimburse the Architect for expenses incurred in the interest of the Project, except as the Owner and Architect agree in writing. Any applicable reimbursable expenses shall be at cost and without markup.

The Architect shall submit a payment application no more than monthly, which shall request payment only for the approximate value of work performed during the previous month, as reasonably detailed by the Architect in the payment application. Payments are due and payable within thirty (30) days of the Owner's receipt of the Architect's monthly invoice, unless and to the extent reasonably disputed by the Owner in good faith. Amounts unpaid ~~«thirty»~~ («30») days after the due date shall bear interest from the date payment is due at the rate of ~~«zero»~~ percent («0» % ~~«per annum»~~).

At the written request of the Owner, the Architect shall provide additional services not included in this Agreement for additional compensation. Compensation for Additional Services will be as negotiated by the parties and agreed to in writing prior to performance. The failure to negotiate and agree in writing *prior* to performance shall nullify the Owner's obligation to pay for such Additional Services.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

~~«~~ **§ 7.1** The Architect agrees to provide assistance up to twelve (12) months beyond the date of substantial completion, as well as a post-occupancy evaluation of the facilities thirty (30) days prior to the expiration of any warranty periods.

**§ 7.2** The Architect's designated representative is \_\_\_\_\_, Project Manager. The Owner reserves the right to request replacement of the representative upon two (2) weeks' notice. In the event that any individual identified above is discharged, dies, is disabled, or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Architect shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement by the Owner. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

The Owner's designated representative is Mr. Hady ElSayed, Director of Planning, Design, and Construction. The Owner's designated representative shall have authority to the extent provided by the Owner's Board of Education and as otherwise allowed by law.

**§ 7.3** The Architect agrees to indemnify and hold the Owner harmless from claims, damages, losses, and expenses (including reasonable attorneys' and legal fees) arising from the negligent acts, errors, or omissions of the Architect and its employees and consultants in the performance of professional services under this Agreement or the Architect's breach of this Agreement. The Architect's obligation to indemnify shall be based on a comparison basis of fault, but shall be to the fullest extent of the Architect's fault.

**§ 7.4** The Architect agrees that it will be the Architect responsible for the construction described in this Agreement and shall not specify as a building material in any construction document for the Project any material which the Architect knew or reasonably should have known was an asbestos containing building material ("ACBM"), as defined in Section 763.83 of 40 CFR Part 763, as amended. Upon the issuance of the final certificate for payment, the Architect shall furnish the Owner a signed statement (dated current) that, to the best of Architect's knowledge, no asbestos containing building material was used as a building material in the Project. The Architect shall include in specifications and bidding documents that no ACBM shall be used in the construction of the school building and that each contractor shall certify to the School District and Architect that none was used in the construction; the Architect shall cooperate with the Owner and the Construction Manager in obtaining such Contractor certifications.

**§ 7.5** The Architect shall assist the Owner in the preparation of the Form of Agreement Between Owner and Contractor (and General Conditions, if applicable) to provide conformance of those documents with this Agreement and the Drawings and Specifications as approved by the Owner. The referenced documents shall consist of unabridged AIA contract forms, modified as necessary. The Architect shall also compile a Project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 7.6 The Architect will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract.

§ 7.7 The Architect shall perform services in strict accordance with the following schedule, except and to the extent the parties mutually agree in writing to modify the following dates:

Phase Commencement of Services:	the date of this Agreement
Commencement of Construction:	as set forth in the RFP
Substantial Completion:	as set forth in the RFP
Final Completion:	as set forth in the RFP

§ 7.8 The parties shall resolve disputes by non-binding mediation and, if not successful, by litigation. The Owner reserves the right in its discretion, to require consolidation or joinder of any mediation or litigation out of or relating to this Agreement with another mediation or litigation involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary or desirable in order to resolve a dispute or avoid duplication of time, expense, or effort. The parties acknowledge the importance of having consistent dispute resolution procedures among all Project participants and, consequently, the Owner shall have the right, in its sole discretion, to modify the dispute resolution procedures set forth in this Section 7.8 to be consistent with procedures required by any other Project participant, including but not necessarily limited to the Contractor.

§ 7.9 The Contract Documents consist of this Agreement, AIA Document A105-2017 Edition, as modified, the Project Manual, Drawings and Specifications, the Architect's provided Certificate of Insurance, and any other documents referenced in the aforementioned. In the event of any inconsistency or ambiguity within, between or among the various Contract Documents, the terms that are most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

## ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 8.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B105™-2017, Standard Form Agreement Between Owner and Architect for a Residential or Small Commercial Project, as modified for the Project
- .2 AIA Document A105™-2017, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project, as modified for the Project
- .3 Other documents:
  - Exhibit A – Scope of Services
  - Exhibit B – Architect's Hourly Rates
  - Exhibit C – Additional Insured Form CG 20 10 07 04
  - Exhibit D – Architect's Certificate(s) of Insurance

In the event of any inconsistency or ambiguity within, between, or among one or more of the Contract Documents, the term(s) most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

§ 8.3 This Agreement is entered into as of the day and year first written above but shall not be effective unless and until it is signed by the Owner and Architect. To facilitate execution of this Agreement, the parties may execute this Agreement in counterpart and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Agreement, which facsimile or PDF copy shall be deemed valid and binding.

This Agreement entered into as of the day and year first written above.

**GRAND RAPIDS PUBLIC SCHOOL DISTRICT,**

**OWNER** *(Signature)*

«Alex Smart,  
Executive Director of Facilities and Operations»

*(Printed name and title)*

Modified: 10/14/21; 9:54AM

**ARCHITECT** *(Signature)*

«»  
*(Printed name, title, and license number, if required)*

