



City of Imlay City
Downtown Development Authority
REQUEST FOR PROPOSAL:

LANDSCAPE ARCHITECT DESIGN SERVICES

Issuance Date: February 8, 2024

Response Deadline: March 14, 2024 Submit

Proposals to: Christine Malzahn
DDA Executive Director
150 N. Main St
Imlay City, MI 48444
(810) 724-2135 ext 1307

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To All Interested Professional Firms;

The City of Imlay City Downtown Development Authority (DDA) is seeking the services of qualified landscape architectural companies in developing a focused design concept for three (3) individual pocket park areas located within the central business district.

The scope of services (“Services”) sought under this RFP are outlined in more detail in Exhibit “A”, attached hereto and incorporated herein by this reference.

The successful firm will deliver final designs that incorporate the landscaping designs of the individual park areas with design of site amenities, irrigation design (if needed), park lighting, and support infrastructure. It is desired to have all the elements from the neighboring buildings, landscaping, and lighting flow together creating an interactive, artistic, and appealing environment for all users.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between DDA and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between the DDA and the successful Proposer. A copy of the Agreement is attached hereto as Exhibit “B” and incorporated herein by this reference.

All submitted proposals shall include the following information:

- a. **Firm history and experience in municipal park planning efforts.**
- b. **Project Participants:** Please outline the individuals from your firm who would be involved with the proposed project. Include any history of municipal development work and the types and scope of the implemented projects.
- c. **Timeline:** Please include a detailed timeline with your proposal. While there is a certain amount of flexibility related to the timing of the project, we would like to have the efforts completed as expeditiously as possible.
- d. **Approach:** to develop the three (3) concept plans and involve the community in the project, including the number of meetings and participants in those meetings.
- e. **Fixed fee costs.**
- f. **Deliverables:** At the end of the planning project, it is anticipated that three (3) individual concept plans, cost calculations, and implementation framework will be delivered to the City of Imlay City Downtown Development Authority. The final requested format will be a ‘pdf’ (Adobe Acrobat) file, and eleven (10) hard copies plus an in-person presentation at a public meeting. If there are any variations from this, there must be a written request with a documented response from the DDA. Please note your ability to present the completed planning documents in this format.

All proposal submissions must include 10 printed hard copies delivered in person or by courier to the DDA offices at 150 North Main Street, Imlay City, Michigan 48444, no later than Noon on Thursday, March 14, 2024.

The envelope should clearly indicate "Proposal Landscape Architect Services" along with the Proposer's name and address which shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required.

The City of Imlay City Downtown Development Authority will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. Proposals received after this date will be returned to the Proposers unopened. Faxed or electronically submitted proposals will not be accepted.

Bid openings will be held at 3:00 pm on Thursday, March 14, 2024, at 150 North Main Street, Imlay City, Michigan 48444.

History of the Project

The Imlay City Downtown Development Authority (DDA) has a vibrant, rich history with a traditional downtown business district at its core. Deterioration of the downtown appearance has led to the closing of retail stores and eateries that are key in providing a thriving business economy.

This economic turmoil has led the DDA to reevaluate its goals and develop a plan to move into the future. The issue that the community seeks to address is how to encourage new and substantial growth within our traditional downtown while offering welcoming public spaces to attract patrons and celebrate the heritage of our diverse population.

The project seeks to launch placemaking efforts for three under-utilized small green space areas situated along Third Street and Almont Avenue. So that the community can build on its existing resources, create jobs, grow our tax base, and attract destination businesses that will entice residents and visitors alike while enriching the experience of being in downtown Imlay City.

Terms & Conditions

AWARD OF CONTRACT/REJECTION OF PROPOSALS: The contract to provide the DDA with Landscape Architectural Services will be awarded to the applicant who, solely at the discretion of the Imlay City Downtown Development Authority (DDA), is determined to be most responsive to meeting the needs of the DDA and the business district surrounding the pocket park areas.

The City of Imlay City Downtown Development Authority reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and reject any parts of all proposals, whenever, in the sole opinion of City of Imlay City Downtown Development Authority, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets the City of Imlay City Downtown Development Authority's requirements. All applicants submitting proposals will be notified of the decision.

Proposal Questions and Clarifications

REQUESTS FOR CLARIFICATION: All questions, requests for interpretations, or clarifications, either administrative or technical must be requested in writing and directed to the DDA Director. Contact, identified below. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on the DDA's website (ICDDA.COM). Oral statements by any person should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 p.m. local time on Friday, March 1, 2024.

Proposers should submit requests via email or in writing to:

Christine Malzahn,
Executive DDA Director
150 N. Main St.
Imlay City, MI 48444
ddadirector@imlaycity.org

Exhibit “A”

SCOPE OF SERVICES

The successful firm or team will demonstrate its ability to complete architectural, landscape architectural, and engineering design services (if needed) for the pocket parks. The consultant shall conduct all landscape architectural and civil engineering design services including, but not limited to, conceptual layout plans, site design/construction layout plan, grading and drainage, underground/overhead utility plans, geotechnical investigation, topographic survey, utility research, cost estimate and all administrative and field tasks necessary to complete this project.

The following addresses have been assigned to each of the target park areas:

234 East. Third Street – parcel ID# 119-59-601-000-00



148 North Almont Avenue – parcel ID# 119-60-900-000-00



121 North Almont Avenue – parcel ID# 119-90-700-000-00



Each separate park concept design shall include this location information noted in the legend for identification purposes.

The consultant's scope of work under this item generally includes, but is not limited to the following:

- Conceptual layout plan with at least one (1) alternative optional design for each of the three (3) park areas complete with colored renderings. Included in the sustainable, state-of-the-art park design may be wayfinding signs, park furniture (including but not limited to: benches, picnic tables, BBQ pits, trash cans, and bike repair stand with pumps station and bike racks, and alternative bike shelter, touchless water bottle filling station), ground surface elements (including but not limited to: grass, porous pavement, stamped tile designs), lighting system, ADA park playground structures, botanical community garden, perimeter safety fencing, shade structures, exercise equipment with shade structure, and design elements between the park and the municipal sidewalk system.
- Site design/construction layout – Existing/proposed conditions of the site including but not limited to buildings, roads, sidewalks and paths/trails, parking, drainage facilities, sanitary sewer lines, water lines, lighting, and landscaping and garden elements.

- Grading and sustainable plans, including drainage study as deemed necessary and provide recommendations
- Demolition plan shall include abandonment of unused underground and overhead utilities.
- Construction layout plan with details of the proposed improvements.
- Project Specifications shall have detailed information on the work, materials, and installation required to complete a project at a level of quality as approved by the DDA.
- Sustainable energy-efficient lighting improvement plans including illuminated public art design.
- Sustainable Landscape/Hardscape green elements such as but not limited to Recycled rubber tire mulch, drought tolerant landscaping, irrigation bubblers, previous pavers etc., and irrigation plans
- Topographic Survey – (if needed)
- Geotechnical Investigation – (if needed)
- Community Outreach meeting – A minimum of one (1) meeting will be held to obtain public input on the designs and alternatives.
- Opinion of probable costs.
- Construction Support. Consultants are expected to use this Scope of Services as a guide only. The Consultants shall review all the tasks listed in this RFP as minimum requirements to design the project and use a basis to develop their cost proposal. Proposing Consultants shall bear all liability, including financial, to correct any errors or omissions in their design during construction.

The proposed project will be initiated by the consultant and a steering committee made up of the DDA Director, the zoning administrator, city management, and members or a sub-committee from the following boards: DDA, Planning Commission, Parks & Recreation. This will allow for maximum community input and shorten the lines of communication between oversight authorities. The exact membership will be decided upon at a later date.

EXHIBIT “B”
LANDSCAPE ARCHITECT CONSULTANT AGREEMENT

THIS AGREEMENT entered into by and between the City of Imlay City Downtown Development Authority, a Michigan municipal corporation, with principal office located at 150 N. Main Street, Imlay DDA, Michigan 48444, acting by its duly authorized officials, hereinafter referred to as the DDA, and being the party of the first part of this Contract, and _____, with its office located at _____, acting through its duly authorized officer, hereinafter referred to as CONSULTANT, and being the party of the second part of this Contract;

WITNESSETH:

WHEREAS, the DDA has published a Request for Proposal (RFP) dated February 15, 2024 soliciting proposals to provide to DDA Landscape Architect Services which RFP has resulted in the submission by CONSULTANT of a bid to provide the services contemplated by the RFP; and

WHEREAS, the CONSULTANT is specially trained and experienced in developing municipal park areas as contemplated by this Agreement; and

WHEREAS, the DDA through its DDA Council has approved the acceptance of CONSULTANT's bid made pursuant to the RFP and desires to engage the services of CONSULTANT in conformance with the Bid submitted;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section I. Services Provided

The parties contemplate that the CONSULTANT will provide the below-listed services with regard to this Agreement. The below list is not intended to be all-inclusive, and those additional services that may be necessary for CONSULTANT to complete the services contemplated by the parties Agreement are also part of the services to be provided pursuant to this Agreement.

- 1 Conceptual layout plan with at least one (1) alternative optional design for each of the three (3) park areas complete with colored renderings. Included in the sustainable, state of the art park design may be wayfinding signs, park furniture (including but not limited to: benches, picnic tables, BBQ pits, trash cans, and bike repair stand with pumps station and bike racks and alternative bike shelter, touchless water bottle filling station), ground surface elements (including but not limited to: grass, porous pavement, stamped tile designs), lighting system, ADA park playground structures, botanical community garden, perimeter safety fencing, shade structures, exercise equipment with shade structure, and design elements between the park and the municipal sidewalk system.
- 2 Site design/construction layout – Existing/proposed conditions of the site including but not limited to buildings, roads, sidewalks and paths/trails, parking, drainage facilities, sanitary sewer lines, water lines, lighting, and landscaping and garden elements.
- 3 Grading and sustainable plans, including drainage study as deemed necessary and provide recommendations

- 4 Construction layout plan with details of the proposed improvements.
- 5 Project Specifications shall have detailed information on the work, materials, and installation required to complete a project at a level of quality as approved by the DDA.
- 6 Sustainable energy-efficient lighting improvement plans including illuminated public art design.
- 7 Sustainable Landscape/Hardscape green elements such as but not limited to Recycled rubber tire mulch, drought tolerant landscaping, irrigation bubblers, previous pavers etc., and irrigation plans
- 8 Topographic Survey – (if needed)
- 9 Geotechnical Investigation – (if needed)
- 10 Community Outreach meeting – A minimum of one (1) meeting will be held to obtain public input on the designs and alternatives.
- 11 Opinion of probable costs.
- 12 Construction Support. Consultants are expected to use this Scope of Services as a guide only. The Consultants shall review all the tasks listed in this RFP as minimum requirements to design the project and use a basis to develop their cost proposal. Proposing Consultants shall bear all liability, including financial, to correct any errors or omissions in their design during construction.
- 13 All other obligations as set forth in the Request for Proposal dated February 15, 2024.

Section II. Compensation

The DDA will compensate CONSULTANT for the services to be performed pursuant to this Agreement a total amount of _____ and (\$_____) and no/100th Dollars, as follows:

- 25% (\$ _____) - upon submission of initial drafts
- 50% (\$ _____) - upon submission and revision plans
- 25% (\$ _____) - upon submission and acceptance of Final Report

Section III. Completion

Work by CONSULTANT will be performed in a timely fashion in accordance with all schedules agreed to between the parties and all matters described in Section I shall be completed no later than 12 weeks from the date DDA has provided all required materials. Final Report due on or before July 3, 2024 and presentation to Imlay City DDA Board no later than July 8, 2024, unless an extension of the time for completion is agreed to in writing by DDA.

Section IV. Conflict of Interest

The CONSULTANT recognizes that the DDA is its primary client within the City of Imlay City. CONSULTANT agrees that it will obtain the written consent of the DDA prior to providing any similar services to a neighboring municipality. The purpose of this provision is to avoid those situations where the providing of services to a neighboring municipality similar to those contemplated by this Agreement would necessarily involve the utilization of proprietary and/or confidential information gained by CONSULTANT in connection with its work under this Agreement.

Section V. Integration

This instrument contains the entire Agreement of the parties relating to the matters herein; any representation, promise, or condition not incorporated herein shall not be binding upon the parties. Any modification of this Agreement or waiver of any provision herein contained shall not be binding unless in writing and signed. Notwithstanding the above language, the CONSULTANT'S proposal and the DDA'S Request for Proposal are incorporated into and made a part of this Agreement, except where in conflict with this Agreement, in which case the language of this Agreement shall control.

Section VI. Assignment

This Agreement is a personal service agreement and is not assignable by CONSULTANT without the prior written consent of DDA.

Section VII. Ownership of Documents

All information gathered and elements produced in connection with the services performed pursuant to this Agreement shall be the property of the DDA and upon demand shall be provided to the DDA in electronic or hard copy form, at the DDA's discretion.

Section VIII. Indemnification

CONSULTANT agrees to indemnify, defend and hold harmless DDA from all claims, damages and actions arising from or caused by the actions or omissions of CONSULTANT, except where attributed to the acts or omissions of the DDA.

Section IX. Dispute Resolution/Law

Any dispute between the parties regarding the language in this Agreement, enforcement of this Agreement or their respective rights and obligations associated with the work or payment relating to this Agreement, shall be resolved in the courts of Lapeer County, Michigan. This Agreement shall be interpreted in accordance with the law of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed this _____ day of _____ 2024, and the signatories warrant their authority to bind their principals.

Authorized DDA Representative:

Date: _____

Authorized Consultant Representative:

Date: _____

WITNESS:
