

**A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS**

WHEREAS, the City of Grand Ledge (*legal name of applicant*) wishes to construct a new iron removal plant; and

WHEREAS, the water system improvements project formally adopted on November 16, 2022 (*date of final project plan adoption*) will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of Grand Ledge (*legal name of applicant*) has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$17,338,148 from RK Davis, Inc. (*name of the contractor*); and

WHEREAS, the (*Village's/City's/Township's/County's*) engineer, Fishbeck has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Grand Ledge (*legal name of applicant*) tentatively awards the contract for construction of the proposed water system improvements project to RK Davis, Inc. (*name of the contractor*), contingent upon successful financial arrangements with the DWSRF.

Yeas:
Nays:
Abstain:
Absent:

I certify that the above Resolution was adopted by the City of Grand Ledge (*the governing body of the applicant*) on December 12th, 2022.

BY: _____
Name and Title (*please print or type*)

Signature Date

December 7, 2022
Project No. 210262

Adam Smith
City Manager
City of Grand Ledge
310 Greenwood Street
Grand Ledge, MI 48837

Grand Ledge – Iron Removal Plant – Award Recommendation

Dear Adam:

Fishbeck has reviewed the bids for the Iron Removal Plant project received by the City of Grand Ledge on December 1, 2022, at 2:00 p.m. Two bids were received. The apparent low bid was received from RK Davis from Grand Rapids, Michigan. The second lowest bid was received from RCL Construction from Sanford, Michigan.

A tabulation of the bids is attached. The bids ranged from \$17,338,148 to \$17,542,000. The average bid price was \$17,440,074. The two low bids differed by \$203,852, or approximately 1.2%. The bid results indicate that there was good understanding of the project requirements as presented in the Bid Documents.

The bid prices came in considerably higher than the Engineer's Cost Opinion provided by Fishbeck. The cost opinion provided to the SRF program was \$14,492,000, which set the amount of funding available. The difference of \$2,846,148 is largely due to differences in the actual cost of construction materials and labor, and escalation of these components in excess of what was anticipated at the time the cost opinion was developed. We understand this gap puts the City in a very difficult and unfortunate position of needing to find additional funding. Options for additional funding include the United States Department of Agriculture Rural Development or a separate bond issue.

An evaluation of the low bidders was conducted to verify qualifications to successfully complete the project. On December 5, 2022, virtual interviews were held with the two low bidders. During the interviews, the cost breakdown, subcontractors, and project schedule for the project were discussed with RK Davis and RCL Construction. During the interviews, both bidders demonstrated good understanding of the project and a good approach to the construction. Both contractors have provided the supporting information discussed in the bid interviews, which has been provided to the City. The information provided by the bidders is consistent with what each presented during their respective interview.

Fishbeck has experience working with both bidders on previous projects. Both have reputations for doing good work and being reasonable in their approach to construction claims. We note that RK Davis, as a business entity, is a new company. Our previous experience with them was with their work as Davis Construction. The RK Davis owners and staff are the same people that conducted the water and wastewater infrastructure projects for Davis Construction. We understand that the split of RK Davis from Davis Construction was a mutual decision by all the stakeholders of both companies and part of transition planning for the Owners of Davis Construction. We understand that the companies will continue to utilize some of the same resources and staff.

Based on our evaluation we find that both bidders are qualified to complete the work. As such, we recommend that the City award the project to the low bidder, RK Davis in the amount of \$17,338,148.

RK Davis indicated a willingness to execute a contract with the City to complete the work for their stated bid price.

If you have any questions or require additional information, please contact me at 616.464.3801 or jwillemin@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Willemin". The signature is fluid and cursive, with the first name "John" being the most prominent.

John A. Willemin, PE

Senior Vice President/Principal

Attachments

Email

SECTION 00 41 13 – BID - STIPULATED SUM

Bid of RK Davis hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as a Corporation.

*Insert as applicable: "a corporation", "a partnership" or "an individual".

To City of Grand Ledge, hereinafter called Owner.

ARTICLE 1 – BID RECIPIENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
<u>Addendum No. 1</u>	<u>Nov. 23, 2022</u>
<u>Addendum No. 2</u>	<u>Nov. 29, 2022</u>
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all:

- (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, as containing reliable "technical data," and
- (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions as containing reliable "technical data."

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- (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on:
 - (1) the cost, progress, and performance of the Work;
 - (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and
 - (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - (1) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - (2) "fraudulent practice" means an intentional misrepresentation of facts made
 - (a) to influence the bidding process to the detriment of Owner,
 - (b) to establish bid prices at artificial non-competitive levels, or
 - (c) to deprive Owner of the benefits of free and open competition;
 - (3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which to establish bid prices at artificial non-competitive levels; and

- (4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price:

Base Bid Seventeen Million Three hundred thirty eight thousand one hundred forty eight + 00/100 (\$ 17,338,148.00)
(use words) (figures)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 13.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before January 16, 2025 and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before February 17, 2025.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

SUBMITTED on December 1, 2022
Date*

4457 40th St. S.E.

Business Street Address*

Kentwood, MI 49512

City, State, and Zip*

(616)456-0059

Telephone Number*

(616)456-0383

Facsimile Number*

rob@davisconstruction.us

E-mail Address*

BY: RK Daivs

Name of Bidder*



Signature

Rob Kaliniak/Vice President

Name and Title of Signatory*

*Typed or printed in ink.

END OF SECTION 00 41 13

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prime contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form with its bid or proposal package to the owner.

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
(2) Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
(a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
(b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
(c) For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Rob Kaliniak/Vice President

Name and Title of Authorized Representative

RK Davis

Name of Participant Agency or Firm

[Handwritten Signature]

12/01/2022

Signature of Authorized Representative

Date

[] I am unable to certify to the above statement. Attached is my explanation.

**Bid or
Proposal
Bond**

Westfield Insurance Co.

Westfield Insurance® 1 Park Circle, P O Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, RK Davis Inc 4457 40th Street SE Kentwood, MI 49512 , as Principal, and the Westfield Insurance Co., an Ohio Corporation, with its principal office at Westfield Center, Ohio, as Surety, are held and firmly bound unto City of Grand Ledge, 310 Greenwood Street, Grand Ledge, MI 48837 , as Obligee, in the penal sum of Five Percent of Bid DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Iron Removal Plant Construction ;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 1st day of December, 2022.

RK Davis Inc

Principal

By: 

Westfield Insurance Co.

By: 

Nathan G Chapman, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/20/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2141182 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DAVID G. CHAPMAN, ROBERT G. CHAPMAN, CLOYD W. BARNES, MARCIA J. MILLER, NATHAN G. CHAPMAN, CURTIS M. PETERSON, RYAN PETERSON, NICOLE ANDRIES, JOINTLY OR SEVERALLY

of LANSING and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of December A.D., 2022



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

SPECIAL MEETING OF BOARD OF DIRECTORS

RK DAVIS, INC.

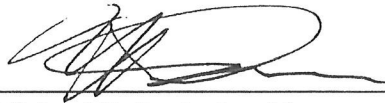
A special meeting of the Board of Directors of RK Davis, Inc. was held December 1, 2022 in the office of the company located at 5236 Dumond Court, Lansing, Michigan 48917.

PRESENT: Michael H. Davis

This special meeting of the Board of Directors was called to authorize Rob Kaliniak, Vice President of RK Davis, Inc. to sign on behalf of this corporation any and all documents pertaining to bidding projects.

(STATE OF MICHIGAN)
(COUNTY OF EATON)

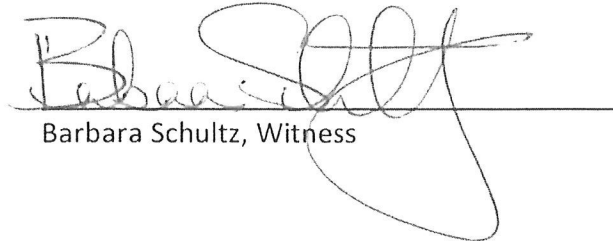
IN WITNESS WHEREOF, I have hereunto affixed my name as President this 1st day of December, 2022, and I do hereby certify that the same is a true and exact copy of the resolution duly adopted by the Corporation at a duly held special meeting of said Corporation, and that the authorization therein granted to Rob Kaliniak is in accordance with the Articles of Incorporation and Bylaws of said Corporation.



Michael H. Davis, President



Terri Neumann, Witness



Barbara Schultz, Witness