



April 10, 2025

City of Grand Ledge  
310 Greenwood St.  
Grand Ledge, MI 48837

Attn: Adam Smith, City Manager **Via e-mail – [asmith@cityofgrandledge.com](mailto:asmith@cityofgrandledge.com)**  
Re: Wastewater Treatment Plant Improvements Project  
Bid Summary and Award Recommendation Letter

HRC Job No. 20221119  
CWSRF 5825-01

Dear Mr. Smith:

Sealed bid proposals were received by the City on April 8, 2025, at 1:00 PM for the above-referenced project. A total of four bids were received. A summary of the four bids is provided in the attached bid tabulation.

The lowest responsive bidder is RK Davis Inc. of Kentwood, Michigan with a total bid of \$43,325,000.00. This total amount is below our final estimate of \$47,600,000 for this work. As part of the bid proposal submittal, there were three alternates for a spare refurbished transformer, raw wastewater pump station jib crane, and headworks roof replacement. The bid price of these three alternates is \$354,400.00.

HRC is familiar with RK Davis Inc. and we believe they are capable of performing the work of this project. RK Davis Inc. has experience installing two similar aerobic granular sludge facilities at the Allendale WRRF and Greenville WWTP. In addition, we are familiar with their proposed subcontractors who are well experienced with complex wastewater treatment plant work and they have also indicated that they will be using the equipment vendors for the specified equipment from the lists provided in the specifications.

Therefore, we recommend that the City tentatively award this contract to RK Davis Inc., who is the lowest responsive bidder, for the amount of \$43,679,400.00 contingent upon successful financial arrangements with the Clean Water State Revolving Fund (CWSRF) Program.

Thank you for this opportunity to be of service to the City of Grand Ledge. Please feel free to contact us should you have any questions or comments regarding this recommendation.

If you have any questions or require any additional information, please contact the undersigned.

HUBBELL, ROTH & CLARK, INC.



Douglas I. Urquhart, P.E.  
Associate

DIU/diu

Attachments

pc: City; D. Gutchess  
HRC; T. Sneathen, D. Benoit, File



DESCRIPTION	Final Estimate	RK Davis Inc.	Christman Constructors Inc.	Granger Construction Company Inc.	Lee Contracting Inc.
Base Bid	\$39,773,375	\$35,869,038	\$36,918,065	\$37,418,045	\$45,000,000
Allowance 1: Building Permit Fees	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Allowance 2: Unforeseen Bypass Pumping or Maintenance of Wastewater Flows	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Allowance 3: Consumers Energy Electrical Service Fees	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Allowance 4: Natural Gas Service Connection Fees	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Allowance 5: AquaNereda AGS Process Equipment	\$5,739,625	\$5,739,625	\$5,739,625	\$5,739,625	\$5,739,625
Allowance 6.1: SCADA Equipment and Installation	\$317,000	\$317,000	\$317,000	\$317,000	\$317,000
Allowance 6.2: As-Needed and Unforeseen SCADA Improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Allowance 7: Third Party Testing and Special Inspections	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
<b>TOTAL LUMP SUM BASE BID (A)</b>	<b>\$46,400,000</b>	<b>\$42,495,663</b>	<b>\$43,544,690</b>	<b>\$44,044,670</b>	<b>\$51,626,625</b>
<b>TOTAL OF ALL UNIT PRICE BID ITEMS (B)</b>	<b>\$1,200,000</b>	<b>\$829,337</b>	<b>\$743,693<sup>1</sup></b>	<b>\$825,330</b>	<b>\$1,014,750<sup>2</sup></b>
<b>TOTAL BID PRICE BID ITEMS (A+B)</b>	<b>\$47,600,000</b>	<b>\$43,325,000</b>	<b>\$44,288,383</b>	<b>\$44,870,000</b>	<b>\$52,641,375</b>
Additive Alternate No. 1: Spare refurbished 1500 KVA Transformer	\$90,000	\$98,500	\$110,000	\$121,000	\$120,000
Additive Alternate No. 2: Installation of new jib crane at the Raw Wastewater PS	\$85,000	\$96,300	\$88,000	\$72,000	\$80,000
Additive Alternate No. 3: Replacement of roof at the headworks building	\$125,000	\$159,600	\$166,000	\$210,000	\$90,000
<b>TOTAL BID PRICE BID ITEMS w/ALTERNATES (A+B+Alternates)</b>	<b>\$47,900,000</b>	<b>\$43,679,400</b>	<b>\$44,652,383</b>	<b>\$45,273,000</b>	<b>\$52,931,375</b>

Unit Price Description	Unit	Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
Ground Improvement Mobilization	LS	1	\$42,606.00	\$42,606.00	\$36,050.00	\$36,050.00	\$40,250.00	\$40,250.00	\$42,000.00	\$42,000.00
Rigid Inclusion Working Pad	CY	424	\$178.20	\$75,556.80	\$98.69	\$41,844.56	\$80.00	\$33,920.00		\$0.00
Geogrid Reinforcement	SY	626	\$14.00	\$8,764.00	\$5.25	\$3,286.50	\$9.00	\$5,634.00		\$0.00
Rigid Inclusions	LS	1	\$394,200.00	\$394,200.00	\$375,950.00	\$375,950.00	\$419,750.00	\$419,750.00	\$678,000.00	\$678,000.00
Rigid Inclusions (obstructed)	LF	1	\$43.20	\$43.20	\$41.20	\$41.20	\$46.00	\$46.00		\$0.00
Rigid Inclusion Load Test	EA	3	\$16,200.00	\$48,600.00	\$15,450.00	\$46,350.00	\$17,250.00	\$51,750.00		\$0.00
Auger Cast Pile Mobilization	LS	1	\$22,064.00	\$22,064.00	\$20,600.00	\$20,600.00	\$23,000.00	\$23,000.00	\$24,000.00	\$24,000.00
Auger Cast Pile	LF	80	\$108.00	\$8,640.00	\$103.00	\$8,240.00	\$115.00	\$9,200.00	\$120.00	\$9,600.00
Auger Cast Test Pile	EA	1	\$16,200.00	\$16,200.00	\$15,450.00	\$15,450.00	\$17,250.00	\$17,250.00	\$18,000.00	\$18,000.00
Permanent Rock Anchor Mobilization	LS	1	\$39,674.00	\$39,674.00	\$36,050.00	\$36,050.00	\$40,250.00	\$40,250.00	\$42,000.00	\$42,000.00
Permanent Rock Anchor, Furnished, Installed and Accepted	EA	13	\$10,260.00	\$133,380.00	\$9,785.00	\$127,205.00	\$10,925.00	\$142,025.00	\$11,400.00	\$148,200.00
Performance Tests for Permanent Rock Anchors	EA	2	\$5,400.00	\$10,800.00	\$5,150.00	\$10,300.00	\$5,750.00	\$11,500.00	\$6,000.00	\$12,000.00
Creep Tests for Permanent Rock Anchors	EA	2	\$2,700.00	\$5,400.00	\$0.00	\$0.00	\$2,875.00	\$5,750.00	\$3,000.00	\$6,000.00
Pressure Injection of Non-Weeping Cracks Repair Type 2A	LF	75	\$59.40	\$4,455.00	\$56.65	\$4,248.75	\$64.00	\$4,800.00	\$135.00	\$10,125.00
Concrete Surface Repair Type 3A	SF	15	\$129.60	\$1,944.00	\$123.60	\$1,854.00	\$138.00	\$2,070.00	\$432.00	\$6,480.00
Concrete Surface Repair Type 3B	SF	30	\$189.00	\$5,670.00	\$180.25	\$5,407.50	\$202.00	\$6,060.00	\$346.00	\$10,380.00
Concrete Surface Repair Type 3C	CF	15	\$756.00	\$11,340.00	\$721.00	\$10,815.00	\$805.00	\$12,075.00	\$531.00	\$7,965.00
<b>Total of All Unit Price Bid Items (B)</b>				<b>\$829,337.00</b>		<b>\$743,692.51<sup>1</sup></b>		<b>\$825,330.00</b>		<b>\$1,014,750<sup>2</sup></b>

**Notes:**

1. Christman Constructors Inc. Unit Price (B) adjusted to match actual sum of unit price bid amounts
2. Lee Contracting Unit Price (B) correct to match actual sum of unit price bid amounts

# A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS

**WHEREAS**, the City of Grand Ledge (legal name of applicant) wishes to construct improvements to its existing wastewater treatment and collection system; and

**WHEREAS**, the wastewater system improvements project formally adopted on April 22, 2024 (date of final project plan adoption) will be funded through Michigan's Clean Water State Revolving Fund Program (CWSRF and/or SWQIF Programs); 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 \$ \$43,679,400 from RK Davis, Inc. of Kentwood, Michigan (name of the contractor); and

**WHEREAS**, the project engineer, Hubbell, Roth, & Clark, 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 wastewater system improvements project to RK Davis, Inc. of Kentwood, Michigan (name of the contractor), contingent upon successful financial arrangements with the Clean Water State Revolving Fund Program (CWSRF and/or SWQIF Programs).

Yeas: 6

Nays: 0

Abstain: 0

Absent: 1

I certify that the above Resolution was adopted by Grand Ledge City Council (the governing body of the applicant) on 14 April 2025.

BY: Gregory Newman, City Clerk  
Name and Title (please print or type)

  
Signature

14 April 2025

Date

**SECTION 00300**  
**BID FORM**

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

**ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

*City of Grand Ledge, 310 Greenwood Street, Grand Ledge, MI 48837*

1.02 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—ATTACHMENTS TO THIS BID**

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

- A. Required Bid Security;
- B. Schedule Of Proposed Major Equipment and Subcontractors
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Required Bidder Qualification Statement with supporting data;
- F. Michigan Department of Environment, Great Lakes, and Energy Regarding Debarment, Suspension, and Other Responsibility Matters (Revised 8/2022);

**ARTICLE 3—BASIS OF BID**

3.01 Bid Schedule

Bidder will complete the Work Entitled: "CITY OF GRAND LEDGE, MICHIGAN WASTEWATER TREATMENT PLANT IMPROVEMENTS (HRC Job No. 20221119)" in accordance with the Contract Documents for the following Bid Schedule:

Item No.	Pay Item	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Base Bid	LS	1	\$35,869,038	\$35,869,038
A1	Allowance 1: Building Permit Fees	LS	1	\$100,000	\$100,000
A2	Allowance 2: Unforeseen Bypass Pumping or Maintenance of Wastewater Flows	LS	1	\$75,000	\$75,000
A3	Allowance 3: Consumers Energy Electrical Service Fees	LS	1	\$50,000	\$50,000
A4	Allowance 4: Natural Gas Service Connection Fees	LS	1	\$20,000	\$20,000
A5	Allowance 5: AquaNereda AGS Process Equipment	LS	1	\$5,739,625	\$5,739,625
A6.1	Allowance 6.1: SCADA Equipment and Installation	LS	1	\$317,000	\$317,000
A6.2	Allowance 6.2: As-Needed and Unforeseen SCADA Improvements	LS	1	\$50,000	\$50,000
A7	Third Party Testing and Special Inspections	LS	1	\$275,000	\$275,000
<b>TOTAL LUMP SUM BASE BID (A)</b>				<b>\$ 42,495,663</b>	

Amounts identified shall be as complete as possible and include all relevant portions of the work identified to complete that portion of the Work. The amounts identified will be used for determination of the Schedule of Values and further breakdown will be required for allocation of payment.

### 3.02 Lump Sum Pay Items

A. Lump sum pay items include all necessary material plus cost for delivery, installation, insurance, overhead, and profit. Compensation for all such services, materials, and related work is to be included in the prices stipulated for the lump sum pay items listed herein.

#### B. Pay Item Schedule

##### 1. Item No. 1 – Base Bid

- a. Description: All project components not described or included within other items below. Third party special inspections as required in the Contract Drawings and Section 01400 shall be included in the Bid Allowance A7.
- b. Unit of Measurement: Lump sum.

##### 2. Allowances

- a. Description: See Section 01210 for each allowance.
- b. Unit of Measurement: As noted.
- c. All adjustments to each allowance for Contractors' General Conditions shall be incorporated into the base bid as applicable.
- d. All applicable taxes, if not included in the allowance, shall be incorporated into the base bid.

3.03 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
<b>Ground Improvements (GI)</b>					
GI1	Ground Improvement Mobilization	LS	1	\$ 42,606	\$ 42,606
GI2	Rigid Inclusion Working Pad	CY	424	\$ 178.20	\$ 75,556.80
GI3	Geogrid Reinforcement	SY	626	\$ 14	\$ 8,764
GI4	Rigid Inclusions	LS	1	\$ 394,200	\$ 394,200
GI4A	Rigid Inclusions (obstructed)	LF	1	\$ 43.20	\$ 43.20
GI5	Rigid Inclusion Load Test	EA	3	\$ 16,200	\$ 48,600
<b>Auger Cast Piles (ACP)</b>					
ACP1	Auger Cast Pile Mobilization	LS	1	\$ 22,064	22,064
ACP2	Auger Cast Pile	LF	80	\$ 108	8,604
ACP3	Auger Cast Test Pile	EA	1	\$ 16,200	16,200
<b>Permanent Rock Anchors (PRA)</b>					
PRA1	Permanent Rock Anchor Mobilization	LS	1	\$ 39,674	\$ 39,674
PRA2	Permanent Rock Anchor, Furnished, Installed and Accepted	EA	13	\$ 10,260	\$ 133,380
PRA3	Performance Tests for Permanent Rock Anchors	EA	2	\$ 5,400	\$ 10,800
PRA4	Creep Tests for Permanent Rock Anchors	EA	2	\$ 2,700	\$ 5,400
<b>Tank and Concrete Repairs (R)</b>					
R2A	Pressure Injection of Non-Weeping Cracks Repair Type 2A	LF	75	\$ 59.40	\$ 4,455
R3A	Concrete Surface Repair Type 3A	SF	15	\$ 129.60	\$ 1,944
R3B	Concrete Surface Repair Type 3B	SF	30	\$ 189	\$ 5,670
R3C	Concrete Surface Repair Type 3C	CF	15	\$ 756	\$ 11,340
<b>TOTAL OF ALL UNIT PRICE BID ITEMS (B)</b>					<b>\$ 829,337</b>

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.04 Total Bid Price (Lump Sum and Unit Prices)

TOTAL OF LUMP SUM BASE BID (A)	\$ 42,495,663.00
TOTAL OF ALL UNIT PRICE BIDS (B)	\$ 829,337.00
TOTAL BID PRICE BID ITEMS (A+B)	\$ 43,325,000.00
TOTAL BID PRICE (WORDS):	
Forty Three Million Three Hundred Twenty Five Thousand.	

3.05 Alternates

A. The following Alternates as described in Section 01030 shall be priced by the Contractor. The Owner may or may not elect to perform the work of any or all of the Alternates. The Owner may award the Contract based on the Total Base Bid price total with or without any of the Alternates as determined solely by the Owner. Additive Alternate prices will be added to the Lump Sum Base Bid amount, Deductible Alternate price will be deducted from the Lump Sum Base Bid amount.

B. **Additive Alternate No. 1:** Procurement of spare refurbished 1500 KVA Transformer. Add this amount:

Ninety Eight thousand Five hundred (\$ 98,500 )  
 Use Words Use Figures

C. **Additive Alternate No. 2:** Installation of new jib crane at the Raw Wastewater Pump Station including required concrete, concrete reinforcement at valve vault and associated electrical connections. Add this amount:

ninety six thousand three hundred (\$ 96,300 )  
 Use Words Use Figures

D. **Additive Alternate No. 3:** Replacement of roof at the headworks building with a standing seam metal roof system as depicted on the drawings. Add this amount:

one hundred Fifty nine thousand six hundred (\$ 159,600 )  
 Use Words Use Figures

3.06 Subcontractors / Major Equipment Items

A. The Base Bid above Includes the following Equipment Items on which the Base Bid has been determined and, if awarded the Contract.

B. In connection with major items of equipment to be furnished and installed in this Project, Bidder expressly agrees to the following provisions:

1. That the Total Base Bid Price stated above includes the furnishing and installing of major equipment, products, and systems furnished by the Supplier which Bidder has selected from those listed "Schedule of Proposed Major Equipment and Subcontractors" completed as part of this Bid Form; and Bidder has circled the name of the selected Supplier "Schedule of Proposed Major Equipment and Subcontractors" form in of this Section.

2. That the installed price of the equipment, products, and systems includes the cost (if any) of changes in the structure, buildings, piping, wiring, accessories, controls integration, etc., necessary to accommodate the particular equipment, products, or systems proposed.
- C. The “Schedule of Proposed Major Equipment and Subcontractors” below of this Bid Form shall be binding in terms of the selected equipment, products, systems, and suppliers to be provided by the Bidder under the Total Base Bid Price.

3.07 Substitutions or Alternates for Major Equipment and Systems

- A. Substitutions offered by Bidder or alternates shall be governed by the requirements of Instructions to Bidders; Paragraph 7.06 of the General Conditions; and Material and Equipment of these Specifications. Bidder expressly agrees to the following provisions:
1. Where proposed substitutions for major equipment and system items listed in the “Schedule of Proposed Major Equipment and Subcontractors” form are to be considered, they must be designated by Bidder in the spaces provided on the Schedule Form.
  2. No further requests for substitutions on those items listed on the Schedule Form will be considered after Bids have been received and opened.

3.08 Schedule of Proposed Major Equipment

Spec Section Number (s)	Subcontractor / Equipment Item	Identify Subcontractor/Manufacturer Included in Base Bid by circling one of the following <sup>1</sup>	Identify Contractor Substitution or Approved Alternate (optional) <sup>2</sup>	Lump Sum Price Adjustment Substitution or Alternate Add/(Deduct)
11236	Tertiary Filter Equipment	a. Aqua Aerobics	(No substitute permitted)	
11314	Rotary Lobe Waste Sludge Pumps	a. LobePro b. Vogelsang c. Boerger d. Swaby Lobeline		
11315	Aerobic Digestion Aeration and Mixing Equipment	a. EnviroMix	(No substitute permitted)	
11323	Vortex Grit Removal System	a. Lakeside b. Smith & Loveless c. Veolia d. WesTech		
11331	Mechanical Fine Bar Screen	a. Duperon	(No substitute permitted)	
11342	Rotary Drum Sludge Thickening Equipment	a. Charter Machinery b. BDP Industries c. FKC d. Alfa Laval		
11343	Wet Pit Submersible Wastewater Pumps	a. Flygt	a. KSB b. ABS	Deduct 150,000
11345	Chemical Feed Skid	a. Blue-White Industries	a. Watson Marlow b.	Deduct 19,685
11350	Aerobic Granular Sludge Aeration Equipment	a. Aqua Aerobics	(No substitute permitted)	
11375	Ultraviolet Disinfection Equipment	a. Trojan Technologies	(No substitute permitted)	

Notes:

1. Circle or list the name of one Manufacturer for each of item listed to be included in the Bidder's base price (Cross out the others). Only one name per line.
  - a. Proposal shall be considered irregular and subject to rejection if the Bidder:
    - i. Fails to list one approved Manufacturer listed.
    - ii. Lists more than one approved Manufacturer.
  - b. If the Bidder fails to list (by circling) a Manufacturer, the Owner has the sole right to select one of the Suppliers or Manufacturers from the list of acceptable Suppliers or Manufacturers listed.
  - c. If the Bidder lists (by circling) more than one approved Manufacturer, the Owner has the sole right to select one of the Suppliers or Manufacturers from the list of acceptable Suppliers or Manufacturers listed.
2. The Bidder may propose a substitute for any item, product, system, or supplier where permitted in accordance with the General Conditions. The proposed substitution shall be indicated by listing the substitute equipment, product, system, or supplier and the corresponding addition or deduction to the Base Bid price.

3.09 Schedule of Proposed Major Subcontractors

Spec Section Number (s)	Subcontractor	Identify Subcontractor Included in Base Bid by listing one of the following <sup>1</sup>
Div. 01	Independent Third-Party Testing	By Allowance
Div. 02	Earthwork and Excavation Subcontractor	Mackenzie Companies
Div. 03	Concrete Subcontractor	RK Davis Inc
Div. 11, 15	Mechanical Subcontractor	FHC Mechanical
Div. 16	Electrical Subcontractor	Parkway Electric
Div. 16	SCADA Subcontractor	Perceptive Controls

**Notes:**

1. Circle or list the name of one Subcontractor for each of item listed to be included in the Bidder's base price (Cross out the others). Only one name per line.
  - a. The Proposal shall be considered irregular and subject to rejection if the Bidder fails to list a Subcontractor.
  - b. If the Bidder lists more than one Subcontractor, the Owner has the sole right to:
    - i. Select one of the Subcontractors; or
    - ii. Consider the Proposal irregular and reject the Proposal

**ARTICLE 4—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

4.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

4.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
Addendum No. 1	March 19, 2025
Addendum No. 2	March 26, 2025
Addendum No. 3	April 2, 2025
Addendum No. 4	April 5, 2025

**ARTICLE 5—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

5.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all American Iron and Steel requirements, and Davis-Bacon and Related Acts/Prevailing Federal Wage requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.02 *Bidder's Certifications*

A. The Bidder certifies the following:


1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. 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.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. 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.
5. Bidder will self-perform 10% of the work (excludes work described in Division 0 and 1)

BIDDER hereby submits this Bid as set forth above:

Bidder:

RK Davis, Inc

By: Rob Kaliniak (typed or printed name of organization)

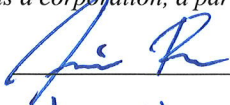
By:  (individual's signature)

Name: Rob Kaliniak (typed or printed)

Title: President (typed or printed)

Date: 4/08/2025 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:  (individual's signature)

Name: Jessica Rus (typed or printed)

Title: Office Manager (typed or printed)

Date: 4-8-2025 (typed or printed)

Address for giving notices:

4457 40th St. S.E.

Kentwood, MI 49512

Bidder's Contact:

Name: Rob Kaliniak (typed or printed)

Title: President (typed or printed)

Phone: (616) 456-0059

Email: rkaliniak@rkdavis.us

Address: 4457 40th St.  
Kentwood, MI 49512

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

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.

RK Davis, Inc

\_\_\_\_\_  
Name and Title of Authorized Representative

Rob Kaliniak

*President*

\_\_\_\_\_  
Name of Participant Agency or Firm

*[Handwritten Signature]*

\_\_\_\_\_  
Signature of Authorized Representative

*4/8/25*

\_\_\_\_\_  
Date

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



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 2141182 06

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

**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, 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 01st day of MAY A.D., 2024 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina ss.:

On this 01st day of MAY A.D., 2024 , 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



**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 8th day of April A.D., 2025 .

  
**Frank A. Carrino, Secretary**

**SPECIAL MEETING OF BOARD OF DIRECTORS**

**RK DAVIS, INC.**

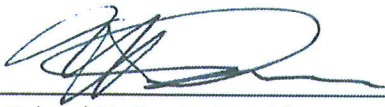
A special meeting of the Board of Directors of RK Davis, Inc. was held December 1, 2022 in the office of the company located at 5236 Dumond Court, Lansing, Michigan 48917.

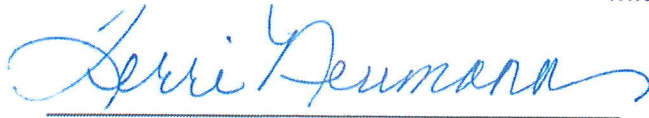
PRESENT: Michael H. Davis

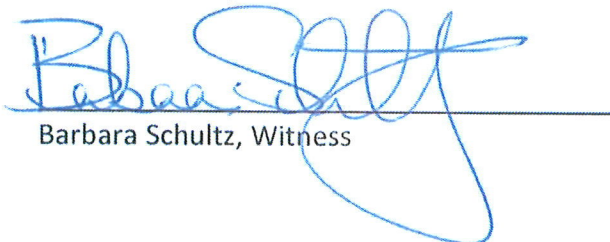
This special meeting of the Board of Directors was called to authorize Rob Kaliniak, Vice President of RK Davis, Inc. to sign on behalf of this corporation any and all documents pertaining to bidding projects.

(STATE OF MICHIGAN)  
(COUNTY OF EATON)

IN WITNESS WHEREOF, I have hereunto affixed my name as President this 1<sup>st</sup> 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

**BUSINESS LICENSE CERTIFICATE**  
**CITY OF KENTWOOD, MICHIGAN**  
DAN KASUNIC, CITY CLERK

NOT TRANSFERABLE

PLEASE POST IN A  
CONSPICUOUS  
PLACE

Business License Number: 4327

FOR PERIOD 07/01/2024 TO 6/30/2025

RK DAVIS INC  
4457 40TH ST SE  
KENTWOOD, MI 49512

Type of Business: Service

## Bidders Qualification Statement

PROJECT LOCATION/NAME	Year	Contract Amount	Owner	Engineer	Completion Date
Three RiversMI WWTP PS Contract A	2023	\$10,056,952	City of Three River 333 W Michigan Ave, Three Rivers, MI 49093	Jones & Henry 3103 Executive Pkwy Toledo OH 43606	5/30/2025
Grand Rapids MI Franklin St Pump Station	2021	\$5,513,476	City of Grand Rapids 300 Monroe Ave. NW Grand Rapids, MI 49503 Dustin Kuzee (616)456-4562	Fishbeck 1515 Arboretum Dr. S.E. Grand Rapids, MI 49546 Dave Bratt (616) 575-3824	2024
City of Ionia Trickling Filter Media Replacement	2021	\$2,711,208	City of Ionia 720 Wells St. Ionia, MI 48846	Fishbeck 1515 Arboretum Dr. S.E. Grand Rapids, MI 49546 (616) 575-3824	2024
Greenville MI WWTP Improvements Contract 2	2021	\$11,576,000	City of Greenville 411 S Lafayette St, Greenville, MI 48838 (616)754-5645	Williams & Works 549 Ottawa Ave NW Grand Rapids, MI Brandon Mieras (616)224-1500	2024
Battle Creek MI Minge Brookes Pump Station	2020	\$1,472,280	City of Battle Creek Purchasing Dep. 10N. Division St. Battle Creek MI 49016	Kurt Tribbett Engineer Administrator 269-966-3480	2023
Grand Ledge MI	2023	\$17,338,148	City of Grand Ledge 310 Greenwood Street, Grand Ledge, Michigan 48837	Fishbeck 1515 Arboretum Dr. S.E. Grand Rapids, MI 49546 (616) 575-3824	4/30/2025

Dewit MI / SCCMUA WWTP	2023	\$19,903,529	Southern Clinton County Municiple Authority 3671 Herbison Road De Witt, MI 48820	Moore & Bruggink, Inc. 2020 Monroe St. Grand Rapids, MI	6/1/2026
St. Joseph MI / SCIP Phase II Improvements	2023	\$15,818,000	City of St. Joseph 700 Broad Street, St. Joseph, Michigan 49085	Fishbeck 1515 Arboretum Dr. S.E. Grand Rapids, MI 49546 (616) 575-3824	10/1/2025
Allendale MI/ WRRF Improvements	2023	\$29,741,086	Allendale Charter Township 6676 Lake Michigan Drive Allendale, Michigan 49401	Moore & Bruggink, Inc. 2020 Monroe St. Grand Rapids, M	5/1/2026
Grand Rapids MI Kent County Sheriff Department Wastewater Screen Project	2024	\$1,239,000	Kent County 300 Monroe Ave NW, Grand Rapids, MI 49503-2206	Kent County Purchasing Division 300 Monroe Ave NW, Grand Rapids, MI 49503	4/30/2025
Zeeland MI/ CWP UV Improvements	2024	\$2,072,900	Cityn of Zeeland 21 South Elm Street Zeeland, MI 49464 Phone (616) 772- 0872	Moore & Bruggink, Inc. 2020 Monroe St. Grand Rapids, M	12/1/2025
Grand Rapids MI / Caledonia Pump Station on 60th Street	2024	\$3,746,629	City od Grand Rapids 300 Monroe Avenue NW, Grand Rapids, Michigan, 49503, (616) 456-3060	Grand Rapids Engineering Department 300 Monroe Avenue NW, Grand Rapids, Michigan, 49503, (616) 456-3060.	10/1/2025

# Equipment list

Co #	Year	Manufacturer	Description	Serial No.	Valuation
1		CAT	950G Loader	3JW01569	\$50,000
2		Gradall	5240 Fork lift	P7809F271	\$20,000
3			20' enclosed tool trailer		\$20,000
4		Flygt	6" 15hp Dewatering Pumps/300 lf 6" hose (6)		\$18,000
5		Godwin	Well Point Pump		\$10,000
6		Godwin	60Hp Electric Well point pump		\$10,000
7		Somero	walk behind laser screed		\$10,000
8		MQ	3' Walk behind power trowels		\$10,000
9		Symonds	8'x10' Steel Ply Gang Forms (12)		\$7,000
10			16' Scaffold Planks (100)		\$6,400
11		Dewatering Screens	4'x30' long Installing screens		\$6,000
12		Hilti	Cordless Hammer drill	TE 30-A36	\$6,000
13		Floway	15hp Raw Chopper Pumps		\$6,000
14		Flygt	10Hp Raw Chopper Pumps		\$6,000
15		Jon Deere	Diesel Well point pump		\$6,000
16			Diesel Infra Red		\$6,000
17			indirect propane heaters w/ heater hose (3)		\$6,000
18		Husqvarna	Walk behind green cutter gas floor saw BIG		\$6,000
19			20' bed over flatebed		\$6,000
20		Safeway	Scaffolding and cross braces (aprox 50)		\$5,000
21			Diesel Tube Heater		\$5,000
22			Scoot Buggy		\$5,000
23		Symonds	hand set forms 2' by 3'; 4'; 6' and 8' (400)		\$5,000
24		Davis	Curb Forms		\$4,000
25			3" 240V Pump		\$4,000
26		Hyster	50 Fork lift	SF20049	\$4,000
27			MQ 3" Trash Pump Auto Control		\$4,000
28		Allen	Riding power finishers 10'		\$4,000
29			24' bed over flatbed		\$4,000
30	2013	Skytrack 8042		0160054720	\$59,500
33	2019	Skytrac 8042		160097964	\$74,094
34	2016	Skytrac 8042		16007523	\$87,238
35		Kubota 530		10248	\$45,000
37	2022	Sullivan/Palatek	Air Compressor	22JP003122	\$18,000
38	2000	Linkbelt LS-238H	Crane	F520-2328	\$325,000
39		Genie GS2632	Scissor Lift	GS3215A-138016	\$14,900
40		Genie GS2632	Scissor Lift	GS3215A-137579	\$14,900
41	1993	Grove RT760	Hydraulic Truck Crane	77573	\$48,000
42		Kubota 4420	Wheel Loader	10730	\$18,000
44	1989	Manitowoc M80W	80-ton Crane	810189	\$80,000
			Total		\$1,044,032



April 11, 2025

City of Grand Ledge  
310 Greenwood St.  
Grand Ledge, MI 48837

Attn: Adam Smith, City Manager **Via e-mail – [asmith@cityofgrandledge.com](mailto:asmith@cityofgrandledge.com)**

Re: Wastewater Treatment Plant Improvements and West River PS Improvements Project  
Construction Engineering Services Justification HRC Project 20221119

Dear Mr. Smith:

As an introduction to the construction engineering proposal; the construction project letting has occurred and bids have been opened. The City is planning to award contracts for the to complete the construction. At this point in the project, Hubbell, Roth and Clark (HRC), needs to enter into a construction engineering services agreement with the City for this phase of the project. Below are some justification for the proposed \$1,900,000 services contract.

- In the original alternatives' analysis/ basis of design document, HRC included a design and construction engineering estimated cost of 6% of the total estimated construction cost in the engineers opinion of probably cost. As a point of reference, at the planning phase on projects of similar scope and size this number is usually 10%.
- Our initial estimate for the construction engineering, CE, was \$1.8M for a single project and we reduced this amount to \$1.52M to help the City with keeping the costs within a budget number. This original estimate was based on using experienced engineering staff who also worked on the engineering design phase. This team was critical in preparing the construction drawings and specifications in the limited timeframe and understanding the key construction sequencing. We believe it will be critical to keep this team intact for the construction engineering to ensure the project continues to be successful from design through construction through final operation.
- At the start of the project planning phase, the City was concerned about proceeding with the traditional design-bid-build approach based on the construction cost received at the previous bid lettings. The City's preferred option for completing the project was progressive design-build approach. In the progressive design-build approach, the engineer is working for and is paid by the contractor. The engineer negotiates a price to provide the design services some portion of that design is completed by the contractor. In this scenario, the contractor and engineer evaluate the proposed project, provide a fixed price to the City and then the engineer and contractor work together to design and complete the project for that cost. The City is required to provide a 3<sup>rd</sup> party project representative not associated with the contractor or engineer to act in the City's interest during the project. In July, the City snf HRC agreed to change the project approach and instead proceed with the traditional design-bid-build. HRC felt this was a better approach for this project, but it provides a different compensation model for the engineer.
- During the design of the project the City received a community grant for a portion of the work. In order to meet the grant requirements, it was necessary to split the construction contracts into two separate projects, Wastewater Treatment Plant and West River Pump Station. Splitting the contracts requires more HRC staff time for the second construction administration, engineering time (pay requests, shop drawings, RFIs etc.). A portion of this time was included in the original proposal however we anticipate needing other engineering and field staff as both projects will be constructed simultaneously with different contractors. The anticipated overlap will be 18 months.

- Because two projects will be in constructed, we need to include additional time for Davis Bacon (prevailing) wage reviews for the West River Pump Station as well as wage rate interviews.
- Additional time is required for assistance with the community grant for the City to meet the requirements of the community grant.

We appreciate this opportunity to be of service to the City of Grand Ledge. We plan to attend the Council meeting and will be available to answer questions and address any concerns.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Todd Sneathen, PE  
Vice President

TJS