



TOWNSHIP OF LYNDON

REQUEST FOR PROPOSALS FOR ARCHITECTURAL DESIGN & CONSTRUCTION MANAGEMENT SERVICES

Lyndon Township is requesting proposals for the purpose of entering into a contract for Construction Management and Architectural Design Services. This RFP is being solicited to secure the services of a qualified firm to provide a “Turn-Key Project” (Combined Construction Management and Architectural Services) inclusive of schematic design, design development, construction documents, bidding, and construction services for a Township Hall Expansion Project at 17751 N. Territorial Road, Chelsea, Michigan 48118.

The proposals shall be submitted to and received by the Lyndon Township Office, 17751 N. Territorial Road, Chelsea, Michigan 48118. The proposal shall be submitted in an opaque envelope clearly marked “Lyndon Township Hall Expansion Project.” Proposals must be received prior to the **deadline of 12:00pm on Thursday, February 15, 2018**. It is the proposer’s responsibility to ensure that the proposal is submitted prior to the deadline. .

BACKGROUND

Lyndon Township has decided to add a 2,900 square feet addition to the existing Township Hall. The proposal shall be in accordance with the attached Conceptual Floor Plan Sheet A-1, prepared by Edwin R. Wier Architect, dated 5-4-17.

Additional pavement and a retaining wall will be added in accordance with the attached Conceptual Layout prepared by Midwestern Consulting on 6-6-16 attached as Sheet CP-4.

The existing Lyndon Township Hall is not a “historical” structure.

PROJECT GOAL

The goal of this Project is to:

1. Add 2,900 square feet to the existing Township Hall in accordance with the above mentioned Floor Plan.
2. Provide Michigan Barrier Free Code compliance through the proposed Lobby and ramp up to the Meeting Room.
3. Straighten out the parking lot in accordance with the above mentioned Conceptual Layout.

Project Title: **Lyndon Township Hall Expansion Project**

The Request for Proposals (RFP) include the following:

- Scope of Work – Attachment I
- Submittals Required – Attachment II
- Proposed Project Schedule & Fee Schedule – Attachment III
- Supplemental Requirements and Information – Attachment IV

SUBMISSION REQUIREMENTS

Proposals should be submitted in accordance with the specified requirements in Attachment II.

Supplementary materials such as exhibits, biographical information, and other documentation may also be submitted separately bound from the proposal. Proposals shall be valid for **Ninety (90) days** from the date they are due. Lyndon Township reserves the right to request supplemental information.

Three (3) copies of the proposal shall be submitted together, sealed and clearly marked “**Lyndon Township Hall Expansion Project**”. Proposals shall be sent by mail or shall be hand delivered. Each proposal shall include electronic media (i.e. flash drive or other common memory device) containing a copy of the proposal.

Proposals shall be submitted to the Lyndon Township Office, 17751 N. Territorial Road / Chelsea, MI 48118 and must be received **no later than 12:00 p.m., Thursday, February 15th, 2018.**

Lyndon Township reserves the right to accept or reject any or all proposals or waive defects or irregularities in the proposals, including untimely proposals, if it is deemed to be in the best interest of Lyndon Township, and Lyndon Township is **not** obligated to accept the lowest cost proposal. Lyndon Township reserves the right to re-solicit proposals.

Lyndon Township reserves the right to negotiate the terms of the contract for the Project with the selected firm.

The execution of a contract for the work will occur only after the contract is approved by affirmative vote of the Township Board.

It is expected that the selected firm should be ready to proceed immediately with the Project upon the execution of the contract.

Lyndon Township is not responsible for any costs incurred prior to awarding of the contract.

Each proposer must be properly licensed for type of work requested and must be capable of meeting state and local fire/building code requirements in its proposal.

Each proposer shall furnish a list of at least five (5) past and current clients.

Lyndon Township further reserves the right to award the contract to another qualified proposer if the initially selected proposer does not execute a contract after the approval for award is issued.

Lyndon Township reserves the right to modify or change any aspect of the Project and this RFP. Any changes or modifications will be provided to any proposer that has submitted a

proposal.

CONFIDENTIALITY

Except as provided by law or court decision, all information provided in the proposals will be held in confidence by Lyndon Township and will not be revealed or discussed with competitors until after the award of the contract. Proposers must make no distribution of their proposals other than to Lyndon Township. A proposer who shares cost information from its proposal with competing proposers shall be subject to disqualification. Proposals become the property of Lyndon Township upon submittal, will not be returned to proposers, and any proposal may be used by Lyndon Township for any purpose.

Questions concerning this RFP should be directed to the Supervisor, Marc Keezer (734) 475-2401, or Katie Francis (734) 475-2401 by no later than February 5, 2018.

ATTACHMENT I

SCOPE OF SERVICES

Lyndon Township is requesting proposals for the purpose of entering into a single contract for Architectural Design and Construction Management Services as described herein. The services shall provide a “Turn-Key Project” inclusive of all programming, schematic design, design development, construction documents, bidding and construction of the approved design.

As a minimum, the following items shall be required, considered and included in the proposals and are considered the General Scope of Services for the Project:

1. Provide a schedule/timeline plan for the various stages of the Project through substantial and final completion.
2. Establishment of a Project Budget and a General Conditions Budget and monitoring/updating of both as the Project progresses.
3. Source and selection of subcontractor firms that should be given an opportunity to bid on the Project based on their reputation for quality, their experience, their reputation for on time and on budget performance and their financial credibility.
4. Preparation of necessary bid documents to be sent to trade subcontractors for bidding of the work on the Project.
5. Review of subcontractor bids received to ensure complete Scopes-of -Work and conduct post bid interviews in concert with the Township to establish the Project team and award of subcontracts.
6. Regular site observations of the construction and subcontractors' performance during the construction phase and review and approval of pay applications, with appropriate retentions, as work has been completed.
7. Final sign off on the Project, assuring that the final Project represents what was originally conceptualized and included in the final working drawings. Prepare and publish final “Punch Lists” and ensure that work is completed to the satisfaction of the Township.
8. Construction will take place from 7:00am until 7:00pm Monday through Friday, unless altered with the specific permission of the Township
9. Compliance with the State of Michigan Barrier Free Code and all other federal, state and local laws, rules, regulations and ordinances.
10. Required signage and alarms.

11. Review and recommend to the Township, ergonomic, aesthetic, safety, mechanical and electrical aspects of the Project.
12. HVAC Design/Build
13. Electrical Design/Build
14. Plumbing Design/Build
15. Offices, Workroom and Restrooms Design/Build
16. Parking lot and retaining wall Design/Build
17. Provide preliminary design and concepts that conform to all applicable laws, codes, regulations and ordinances.
18. Address any additional concerns and modify as appropriate.
19. Provide preliminary construction cost estimates prior to final design.
20. Provide Final Design, Construction Plans and Specifications, and Bid Documents for final review and approval.
21. Solicit, receive and review subcontractor bids in concert with the Township. Tabulate bids and offer recommendations for subcontract awards.
22. Establish final working budget.
23. Execute contracts with selected trade subcontractors.
24. Provide performance and payment Bonds and Insurances as required herein and by law.
25. Develop, update and enforce adherence to final construction schedule.
26. Provide supervision, construction administration, call for inspections, conduct progress meetings and distribute meeting minutes to trades and Township.
27. Provide Project Management support as required.
28. Collect all Final As-Builts (electronic format), warranties and close-out documents, catalog and transmit to the Township.
29. Work shall be warranted for 1 year from date of substantial completion unless a longer warranty is provided by a manufacturer.
30. Provide insurance information.

31. Provide bond information.

32. The successful proposer shall save and keep harmless and indemnify the Township against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, relating to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the successful proposer.

ATTACHMENT II

SUBMITTALS REQUIRED

Each proposal should contain, as a minimum, the following information:

1. Approach:

- a. Provide an approach for completing the Scope of Work as described (See Attachment I) and provide a brief statement as to why the proposer is qualified.
- b. Discuss any unique ideas/concerns relating to the Project.
- c. Describe in detail the process the proposer would follow from schematic design approval through final design and the subsequent construction phase.
- d. Discuss how the work will be performed along with a proposed timeline.

2. Project Organization:

- a. Lead firm (or firms), names, addresses, telephone numbers and email addresses, of key team members and responsible corporate officer(s).
- b. Office location where the majority of the day-to-day work will be accomplished.
- c. Explain the circumstances and outcome of any litigation, arbitration or claims filed against the firm(s) within the past three (3) years.

3. Design & CM Firm Qualifications

- a. Name(s), address (es), telephone number(s), and email address, name of responsible corporate officer, office location where the majority of the day-to-day work will be accomplished.
- b. Provide a brief description of not less than three (3) projects similar to the work to be undertaken within the last ten (10) years performed by each firm including the project budgets.
- c. Indicate whether the Design Consultant and CM firms have worked together and identify which similar projects in the past.

4. Schedule

- a. Outline the design schedule the proposer would implement and the expected construction dates. Describe the methods the proposer would use to maintain this schedule.
- b. Provide assumptions for time requirements.

5. Signature of Authorized Officer

6. Miscellaneous

All proposers must disclose any potential conflict of interest with the Township, any of its employees or its consultants.

The proposer may be required to demonstrate financial stability to the Township.

Each proposer shall hold all information provided in its proposal in confidence and shall not reveal its proposal to or discuss its proposal with others until all relevant contracts pursuant to this RFP have been awarded. By the submission of a proposal, the submitting proposer represents and warrants that in connection with the proposal:

A. The prices or other information stated in the proposal has been arrived at independently, without consultation, communication or agreement with any other proposer for the purpose of restricting competition;

B. The prices or other information stated in the proposal have not knowingly been disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the award of any contracts.

C. No attempt has been made nor will be made by the proposer for the purpose of restricting competition, to induce any other person or proposer to submit, or conspire with any other parties to restrict or otherwise manipulate prices or competition relating to this RFP or any resultant contracts.

D. The Township does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. The Township is committed to providing an inclusive and welcoming environment for all members of our staff, citizens, volunteers, contractors, vendors and clients. The Township expects the proposer to comply with these standards.

7. Experience and References:

- a. Project Manager – brief description of not more than three (3) projects similar to the work to be undertaken within the last ten (10) years performed by the proposed project manager, including the project budgets.
- b. Project Architect – brief description of not more than three (3) projects similar to the work to be undertaken within the last ten (10) years performed by the proposed project architect(s), including the project budgets.
- c. Name, address, email address and telephone number of references for each of the projects described above
- d. Resumes

8. Insurance: Provide information regarding insurance coverages and bond information

9. AIA Contract Documents

- a. A141-2014 Standard Form of Agreement between Owner and Design-Builder shall be utilized as the basis for the Contract.

*NOTE: The above tasks are those that are necessary to complete the Scope of Work and must be included in the schedule. The proposer may utilize its standard schedule format complete with all major tasks.

ATTACHMENT III

1. Proposed Project Schedule. The Township Board expects that the final completion date will be no later than July 31, 2018 (attached)
2. Task Schedule for Design Firm and Construction Management Firm (attached)
3. Fees:
 - i) Design Firm _____%
 - ii) CM Firm _____%
 - iii) Performance and Payment Bonds _____%

General Liability Insurances _____%

The foregoing fees shall be applied to the "Final Budget" (actual Project costs including expended General Conditions costs) as established after bids are received, trade contracts approved and awarded and the General Conditions Budget is established and approved. Fees shall be adjusted in accordance with the actual Final Project Costs.

ATTACHMENT IV

Supplemental Requirements and Information

A. Insurance Requirements:

The successful proposer and its subcontractors shall not commence work under the contract until they have obtained the insurance required under this attachment, and shall keep such insurance in force during the entire life of the contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Lyndon Township. The requirements below should not be interpreted to limit the liability of the successful proposer. All deductibles and self-insured retentions are the responsibility of the successful proposer.

The successful proposer shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Professional Liability** in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.
5. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** Lyndon Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Lyndon Township and as additional insured, coverage afforded is considered to be primary and any other insurance Lyndon Township may have in effect shall be considered secondary and/or excess.

6. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Lyndon Township, 17751 N. Territorial Road, Chelsea, MI 48118.

7. Proof of Insurance Coverage: The Contractor shall provide Lyndon Township, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Lyndon Township at least ten (10) days prior to the expiration date.

B. Project Control:

The successful proposer shall perform the work under the direction of Lyndon Township.

C. Rejection of Proposals:

Lyndon Township reserves the right to reject any or all proposals received.

Mark Keezer, Supervisor
Lyndon Township

