

March 21, 2018

**REQUEST FOR PROPOSAL ARCHITECTURAL / ENGINEERING SERVICES**  
**For Department of Public Works Operations Center**

1. INTRODUCTION

The City of Jackson is interested in receiving proposals from architects and engineers that possess qualifications to provide full Architectural and Engineering (A/E) design and project oversight services for a proposed new Jackson Public Works Operations Center. Interested firms must submit their proposal by 10:00 am on Tuesday, April 10, 2018.

2. PROJECT DESCRIPTION

The proposed project includes construction of a Public Works Operations Center facility on property owned by the City of Jackson located at 521 Water Street. The project will include a vehicle storage garage, vehicle maintenance/mechanics garage, office space, access roads, site work and utilities. The budget for constructing this project is \$3.9 million to \$4.3 million. The facility improvements and parameters are based on a space/needs assessment and recommendations prepared by the City of Jackson in 2017, which is available for review. The following is a summary of the basic building parameters.

Estimated Facility Areas Include:

Warm Storage / Vehicle & Equipment Parking:	43,200 square feet
Office / Admin (interior to main bldg.):	6,000 square feet
Fleet Maintenance:	<u>3,600</u> square feet
<b>Total Project Footage</b>	<b>46,800 square feet</b>

### 3. SCHEDULING

The project development schedule is as follows:

- Complete Preliminary Site and Building Layouts: May 2018
- Complete Final Design: July 2018

The following tasks will be dependent on approval by the Jackson City Council to proceed:

- Site Preparation: Summer 2018
- Construction: Fall 2018 to be completed Spring 2019

### 4. PROJECT SCOPE

The firm selected shall provide complete A/E design and construction related services through completion of the project construction. The scope of services shall include preliminary site/building layouts, final design, and preparation of construction documents, (plans, specifications, bidding and contract documents, etc.), coordinated bidding administration with City's Purchasing Department, and project oversight for the following:

- Architectural
- Civil Engineering
- Structural Engineering
- Mechanical Engineering (HVAC)
- Plumbing
- Fire Suppression
- Electrical Engineering
- Furnishings, Fixtures & Equipment design and specifications
- Landscape Architecture

### 5. PROJECT DETAILS

The following details are to be followed as part of any firm's proposal:

- Building must be designed to ASHRAE Standards
- Building to be Type II steel construction, roof and siding
- Minimum 4-foot high concrete exterior wall surrounding all but office exterior, covered by steel siding on exterior
- Decorative metal roofing awning along exterior office walls
- 24-foot high eaves
- Class A insulation blankets on exterior walls

- Ceiling to be metal skin panels or solid insulated roofing panels
- Radiant tube heating in warm storage area (gas fired)
- Typical HVAC in office area
- Sprinkler/smoke detection/building security systems
- Energy efficient windows near eaves to allow natural lighting inside warm storage/parking area
- Primary power supply
- Secondary backup power (move existing backup generator to new facility)
- LED lighting
- Relocate onsite storm sewer system, design detention facility and redesign outlet to Grand River
- Install new water and sanitary sewer taps
- Install appropriately sized oil and grease separator on floor drain discharge
- Civil engineering in accordance with post construction storm water requirements
- Overhead doors to be 18 ft. x 18 ft., insulated with interior steel skin and openers
- Outdoor wall lighting packs meeting City of Jackson ordinance standards
- Interior lighting motion sensors
- Relocate existing groundwater monitoring wells, as required. (2)
- Site landscaping, as required
- 8-inch thick concrete, internal and external
- OPTIONAL – polished internal concrete floors
- Relocate three (3) vehicle maintenance hoists
- Install one (1) new large vehicle maintenance hoist
- Demolition of two (2) existing structures
- Office area to include:
  - External wall stone or similar enhancements (2 sides)
  - Mechanical systems
  - Galley kitchen in lunchroom
  - Low voltage fiber optics connections
  - Phone system connections
  - Conference rooms - built-in projector equipment
  - Men's and women's locker rooms w/showers and restroom facilities
  - Separate main office restroom facilities
  - Mezzanine area above office, accessible from garage area
  - Vestibule at public entryway to main office
- Soil boring data will be made available upon project award

## 6. SUBMISSION REQUIREMENTS

Interested firm shall submit five (5) bound copies, one (1) unbound copy and one (1) electronic copy (PDF format) USB copy by 10:00 am on Tuesday, April 10, 2018 to the attention of Shelly Allard, Purchasing Coordinator, 161 W. Michigan Avenue, 10<sup>th</sup> Floor, Jackson, MI 49201. Questions shall be directed to Todd Knepper by phone at 517-768-6142 or via e-mail at tknepper@cityofjackson.org.

The submission shall include the following:

- a. Cover letter and introduction including the name of the firm, address, and the name and contact information of the person(s) authorized to represent the company regarding all matters related to the proposal.
- b. Information on the firm and the firm's qualifications, capabilities, staffing, areas of services, years in business, etc.
- c. Resumes and qualifications of the individual(s) who will be performing the work, including:
  - Name
  - Address, telephone number, fax number, email address
  - Resources available to assist in performing design duties
  - Education
  - Experience
  - Current projects they are working on
  - Any special qualifications, licenses or certifications held by the firm and/or individual(s).
- d. References, a minimum of three (3), specific to similar municipal building projects, outlining scope of services, project description, and cost.
- e. Proposed approach to the project development and design, outlining schedule, meetings, critical tasks, and other information that demonstrates how the firm intends to manage the overall project design and construction administration.
- f. Other pertinent information
- g. Proof of insurance, by either copy of the certificate of declaration page, for general liability and professional responsibility/errors and omission insurance policies currently in place and related to providing design and planning services. All insurance policies must be issued by companies authorized to do business under the laws of the State of Minnesota.
- h. The proposed A/E fees for the Project. Identify the basic services included in your fee; any additional services and additional costs not included in your basic fee; and any reimbursable expenses with the applicable reimbursable rates. Provide a best estimate

of what the reimbursable expenses costs would be.

7. METHOD OF SELECTION

The City intends to retain the services of the firm evaluated to be best qualified to perform the work for the City within the required time frame, experience with similar contracts and clients, extent to which previous clients have found the firm's services acceptable, cost of services, ability to deliver work within budget, and other factors considered. The firm will be selected upon the basis of the information provided as requested in this proposal.

Staff will undertake a preliminary review of all proposals submitted and shall determine at its sole discretion, which, if any, firms it will select for interviews. Follow-up with any or all firms submitting proposals may occur to gather additional information upon which to make a decision. Any other pertinent data generated by the City will be considered.

The City Council shall make the final appointment of the firm. The final contract award will be conditioned upon the successful proposer's complying with all terms and conditions, mutual agreement about the final work plan, and completion of a contract agreeable to all parties. The City reserves the right to negotiate and further refine the scope of the work which may affect the final contract amount.

The City Council reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, to disregard all non-conforming, non-responsive or conditional proposals, to request additional information from a proposer, or to expand the period for submitting proposals.

8. OTHER

Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any individual or company for any costs incurred in preparing or submitting proposals, providing additional information when requested by the City or for participating in any meetings or interviews.

# APPENDIX A

## CITY OF JACKSON STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE AGREEMENT

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amount identified in PSP's proposal dated \_\_\_\_\_, 20\_\_\_\_, (Proposal) constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for all professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the Proposal and the Owner's Request for Proposal (RFP) dated \_\_\_\_\_, 20\_\_\_\_. Said RFP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. **SERVICES:** The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFP.
2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Proposal in accordance with the terms of payment set forth herein.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses. Provided however, preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same.

4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.
6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement.

The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP.

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an occurrence basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts

owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.

8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **OWNER OBLIGATIONS:** Owner shall at no cost to PSP:
  - A. Provide all information to PSP as identified in the RFP.
  - B. Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
  - C. Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
  - D. Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
  - E. Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, PSP expressly agrees to indemnify, defend and hold Owner harmless against all claims, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from PSP's performance of this Contract, based upon any act or omission, negligent or otherwise, of PSP or any employee, subcontractor or other person acting on PSP's behalf in connection with or incident to this contract or the work to be performed hereunder. PSP shall not be obligated to indemnify Owner for the Owner's own negligence. PSP's obligation to indemnify, hold harmless and defend Owner shall survive the expiration or



termination of this Contract. By entering into this Contract, the parties do not waive any immunities provided by law.

12. VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT. This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances ("the Code"). This contract or agreement is also voidable or rescindable if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.
13. GOVERNING LAW: The Contract shall be governed by the laws of the State of Michigan.
14. NO ASSIGNMENT: Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
15. NO WAIVER: The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
16. VENUE: The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
17. NEGOTIATED: It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
18. CONFLICTING TERMS. If any term or provision of these Standard Terms and Conditions are in conflict with the Proposal/Contract Agreement between the parties, or any addendum thereto, the provisions or terms of the Standard Terms and Conditions shall control.
19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement. This Agreement may be amended only by a written instrument signed by the PSP and the Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Project Identification: \_\_\_\_\_

Professional Service Provider, (PSP)

\_\_\_\_\_  
(Type Name of Company)

By \_\_\_\_\_

Its \_\_\_\_\_

City of Jackson, (OWNER)

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved as to Substance

Approved as to Form:

\_\_\_\_\_  
Patrick Burch, City Manager

\_\_\_\_\_  
Bethany M. Smith, City Attorney