



CHIPPEWA COUNTY REQUEST FOR PROPOSALS

FINISH DESIGN / BUILD SERVICES

ISSUED BY: CHIPPEWA COUNTY BOARD OF COMMISSIONERS

April 18, 2023

**Project Representative: Kelly J. Church, Administrator
Chippewa County Courthouse
319 Court St.
Sault Ste. Marie, MI 49783-2194**

**Phone: (906) 635-6330
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CHIPPEWA COUNTY NOTICE OF RECEIVING PROPOSALS

Chippewa County seeks bids from qualified firms, on a competitive basis, for finish architectural services for: expansion and ancillary renovations of the Chippewa County Animal Control Shelter. Qualified firms may secure a copy of the bid specifications from:

Kelly J. Church, Administrator
Chippewa County Courthouse
319 Court St.
Sault Ste. Marie, MI 49783-2194

Proposals received on or before 3:00 p.m. on Wednesday, June 7, 2023 will be considered. Chippewa County reserves the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.



CHIPPEWA COUNTY REQUEST FOR PROPOSALS

FINAL DESIGN / BUILD SERVICES

I. INTRODUCTION

Chippewa County is seeking Proposals to provide professional services to complete a renovation and addition to the Chippewa County Animal Control Shelter, the County currently have a proposed design of 4,380 +/- square foot addition to the existing building and to remodel the exiting 2,330 square foot existing building. The new addition would be constructed first so the existing facility can stay open and in operation. One the addition is completed and occupied the remodeling of the existing facility would be started. The purpose of this Request for Proposals (RFP) is to provide interested and qualified firms and individuals with sufficient information to enable them to prepare and submit proposals for consideration by the Chippewa County Board of Commissioners as part of its procurement of needed professional/technical services. The selected firm will provide architectural/engineering plans and costs for expansion and ancillary renovations of the Chippewa County Animal Control Shelter facility.

The selected firm will be called upon to recommend general equipment and materials requirements and specifications, contractual arrangements and to provide a guaranteed maximum price for the project. The intended result of this effort is the establishment of a high quality, operationally efficient animal shelter.

- A. Bid Submittal and Project Representative. Proposals received on or before 3:00 p.m. on Wednesday, June 7, 2023 will be considered. Firms must submit a complete, sealed response to this RFP using the Bid Submittal Form presented on the last page of this document. Each proposal must be submitted in two (2) copies to the Issuing Office. One copy of each firm's proposal shall be separately sealed and denoted Original Proposal Document. Requests for information or interpretation of the intent of the RFP and any/all other inquiries must be addressed to:

Kelly J. Church, Administration
Chippewa County
319 Court St.
Sault Ste. Marie, MI 49783-2194

No other distribution of proposals shall be made by the firm. Contact with personnel of Chippewa County other than the county administration including CCACS Manager Holly Henderson regarding this request for proposals will be considered grounds for elimination from the selection process.

Each proposal must be plainly marked on the exterior, Design / Build Services Proposals must be signed by an official authorized to bind the firm to its provisions. The proposal must remain valid for at least one-hundred twenty (120) days. Chippewa County is not liable for any cost incurred by the firm prior to the issuance of a contract.

- B. Right of Refusal. Chippewa County reserves the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.

- C. Disclosure of Proposals. Proposals are subject to disclosure under the Michigan Freedom of Information Act (Act 442, P.A. 1976, as amended, being MCL 15.231 through 15.246). After a contract award, a summary of total price information for all proposals will be furnished upon request.
- D. Independent Price Determination. By submitting a proposal, you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:
1. The prices in its proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposing party or with any other competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposing party and will not be knowingly disclosed to any competitor; and
 3. No attempt has been made or will be made by the proposing party to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- E. Pricing Decisions. Each person signing the proposal certifies that:
1. (S)he is the person within the organization responsible for the decision as to prices being offered in the proposal, and that (s)he has not participated, and will not participate, in any action contrary to I.D.1,2 and 3, above; or
 2. (S)he is not the person within the organization responsible for the decision as to the prices being offered in the proposal, but that (s)he has been authorized, in writing, to act as an agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to I.D.1,2 and 3, above; and that (s)he has not participated, and will not participate, in any action contrary to I.D.1,2 and 3, above.
- F. Insurance Requirements. The successful vendor will be required to provide and maintain public and professional liability, property damage, and worker's compensation insurance protecting, as they may appear, the interests of all parties to any agreement that may result from this RFP. The vendor is responsible for always insuring the protection of all persons and property. Documentation of the above insurance must be provided by the successful bidder prior to contract execution. Chippewa County must be included as a separate named insured.

The vendor will be required to furnish the County with appropriate certificates of insurance prior to commencement of any work associated with any contract.

The effective dates and expiration dates of all policies should coincide with the term of the contract. If any of the insurance expires during the contract period, it will be necessary for a current certificate of insurance to be issued and filed with the Chippewa County Controller.

Chippewa County's minimum insurance requirements are as follows:

1. Commercial general liability insurance of limits not less than \$1,000,000 per occurrence. The limit may be higher depending upon the hazard involved, subject to review and

recommendation of the County's licensed insurance counselor. Coverage is to include, but is not limited to premises, operations, products and/or completed operations, personal injury, and contract liability.

2. Automobile liability including statutory no-fault coverages, including all owned, non-owned, and hired autos within limits of a minimum of \$1,000,000. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's insurance counselor.
3. Worker's Compensation and Employers' Liability if the selected firm hires one or more persons or currently has employees. If the selected firm does not have any employees, an affidavit must be filed with the County Clerk stating that the firm has no employees and will not hire any while working for Chippewa County as a vendor or a subcontractor, etc. In addition, a Certificate of Assumed Name must be filed with the County Clerk.

Failure to comply with these insurance requirements may result in contract termination or delay in receipt of funds. The vendor will be required to secure any/all necessary certificates and permits from municipal or other public authorities and comply with all licensing requirements and all federal, state, and municipal laws, ordinances and regulations as may be required.

- G. County Liability. Officers, agents, and employees of Chippewa County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend, and save harmless, the County, its officers, agents, and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP. These same standards will apply to subcontractors of the selected firm. The County will be relieved from all risks of loss or to equipment or personnel during this engagement, except when such loss or damage is due to the fault or negligence of the County.
- H. Ownership of Documents. Upon making of payment as required in a subsequent contractual agreement, the County shall receive ownership of the property rights of all documents, drawings, specifications, electronic data, and information prepared, provided, or procured by the selected vendor, its architect / engineer, subcontractors, and consultants, and distributed to the County for this project.

II. SPECIFICATIONS

- A. Each firm is encouraged to conduct a site visit to achieve a full understanding of physical operating conditions prior to preparation and submission of a proposal.
- B. The following specifications shall apply, as a minimum, to the preliminary design-build services as a result of this RFP.
 1. Project Definition. The successful bidder will be asked to assist the County in the development and preparation of the Animal Shelter facility expansion project, which is an initial description of the County's objectives. Definition of the project will include budget and time criteria, determination of space requirements and relationships, delineation of flexibility and expandability requirements, explanation of special equipment and system's needs, and an interpretation of site requirements.

2. Preliminary Evaluation. The vendor shall review the project as defined in Section II.B.1, above, to ascertain the requirements of the project and to verify such requirements with the County. This review shall also provide a preliminary evaluation of the site regarding access, traffic, drainage, parking, building placement and other considerations affecting the building, the environment and energy use as well as information regarding applicable government laws, regulations, and requirements. Alternative architectural, civil, structural, mechanical, electrical, and other systems shall be proposed in order to determine the most desirable method of achieving the County's requirements in terms of cost, technology, quality, and speed of delivery. A Preliminary Evaluation of the project's feasibility shall be provided, along with specifically identified deviations from the project as defined in Section II.B.1, above. In order to achieve these objectives, the vendor shall provide the following services as part of this engagement.
 - a. Environmental assessment
 - b. Soils analysis
 - c. Site survey
3. Preliminary Schedule. The selected firm shall provide a preliminary construction schedule for the County's written approval.
 - a. The schedule must show the activities of the County and the vendor necessary to meet the project requirements.
 - b. A written transition plan and moving schedule are to be included in the construction schedule.
 - c. A guaranteed substantial project completion date is to be included in a construction schedule. While it is understood that some firms may not wish to guarantee the substantial project completion date, preference will be given to those who do.
4. Construction Cost Estimate. The successful bidder will be required to prepare for the County's written approval a construction cost estimate utilizing area, volume, or similar conceptual estimating techniques.
 - a. Written recommendations shall be provided if the preliminary estimate exceeds the County's desired budget limit. For instance, if it is determined by the County that construction of an ideal building addition to the Animal Shelter facility is too costly, the firm will be asked to work with the County to develop an alternative plan.
 - b. The County seeks a guaranteed maximum price to construct the Animal Shelter addition and renovation at the conclusion of this preliminary design-build project. While it is understood that some firms may not wish to guarantee the maximum price, preference will be given to those who do.
5. Schematic Design Documents. The selected vendor will provide for the County's written approval schematic design documents based on the agreed upon preliminary evaluation. Schematic design documents shall include drawings, outline specifications,

and other conceptual documents illustrating the project's basic elements, scale, and their relationship to the worksite. When the vendor submits the schematic design documents, the vendor shall identify in writing all material changes and deviations from the preliminary evaluation, schedule, and estimate. Architectural and engineering services must be procured from licensed, independent design professionals retained by the design-builder or furnished by employees of the design-builder.

- a. Bidders must note that architectural plans for the Animal Shelter will be provided for evaluation.
6. Reimbursable Expenses. A detailed schedule of reimbursable expenses, including all associated costs, shall be included with the submitted proposal.
- C. The proposal of the successful bidder, as mutually modified, amended, or supplemented shall become a contractual obligation. Failure of the successful bidder to accept these obligations may result in cancellation of any award.
 - D. In the event it becomes necessary to revise any part of this RFP, the information will be provided to all firms who receive the RFP.
 - E. The County may require an oral presentation with some or all firms who submit a proposal. These meetings provide an opportunity for County representatives to ask questions and for selected firms to clarify their respective proposals. The County Administrator will schedule these presentations on a mutually acceptable date.
 - F. The selected firm will carry out the project under review of the County Administrator and the Board of Commissioners Building and Grounds Committee. The Chippewa County Board of Commissioners shall have final authority over all aspects of the County/contractor agreement and project.
 - G. The selected firm will be required to assume responsibility for all services offered in the proposal whether they possess them within their organization. Further, the County will consider the selected firm to be the sole point of contact regarding all contractual matters, including payment of all charges resulting from the contract.
 - H. Each firm submitting a bid must also submit information about the firm including, but not limited to, a list of personnel assigned to the project, the length of time the firm has been in business, experiences in municipal center / animal shelter construction, and project references.
 - I. One copy of a specimen contract agreement must be enclosed with the original proposal document. The County reserves the right at its option to utilize its own Contract for Services Agreement in lieu of the specimen contract agreement.

III. BID AWARD

Selection and awarding of the final design-build services bid will be based upon evaluation by the County of the criteria listed above.



CHIPPEWA COUNTY BID SUBMITTAL FORM FINAL DESIGN / BUILD SERVICES

Firm Name _____

Address _____ Phone (____) _____

Work Product Description	Bid Price
Project Definition	
Preliminary Evaluation	
Preliminary Schedule	
Construction Cost Estimate	
Schematic Design Documents	
Reimbursable Expenses	
Miscellaneous installation costs and other charges (specify)	

TOTAL PRELIMINARY DESIGN/BUILD SERVICES BID PRICE	\$

Signature of official authorized to bind the firm to the provisions of the RFP:

_____ Date _____
 Typed or printed name and title:

Each firm submitting a bid must also submit information about the firm including, but not limited to, a list of personnel assigned to the project, the length of time the firm has been in business, experiences in municipal center / animal shelter construction, and project references.

This form may be supplemented with additional pages. Failure to complete this form may be considered grounds for elimination from the selection process.