



August 16, 2017

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Request for Proposal
Old Town Commercial Association
Chavez Plaza Performance Stage

The Old Town Commercial Association is requesting proposals for the Chavez Plaza Performance Stage. The Old Town Commercial Association reserves the right to accept any proposal, to reject any and all proposals and to make the award in the best interest of the Old Town Commercial Association.

Please submit two printed copies and an electronic PDF file of your completed proposal up to, but no later than, 2 PM local time Tuesday September 12, 2017, to:

Jennifer Estill
jennifer@virtualredhead.com
1135 N. Washington Ave., Lansing, MI 48906

All submittals must be sealed and identified on the outside of the envelope and email subject line with "Proposal for Old Town Commercial Association, Chavez Plaza Performance Stage."

All questions are to be directed to Ms. Jennifer Estill at:
jennifer@virtualredhead.com.

Jennifer Estill
Old Town Commercial Association Representative

Our Mission:

To maintain a vibrant business community in Lansing's historic Old Town district providing services and opportunities that foster economic growth and community engagement.



INSTRUCTIONS TO RESPONDENTS

TERMS AND CONDITIONS

Interpretations for Addenda

Questions from Respondents regarding this RFP must be submitted to the Buyer, in writing, and must arrive no later than seven (7) business days prior to the due date. Answers to questions that change or substantially clarify the RFP will be issued as an addendum and will be provided to all prospective respondents. All addenda will be mailed to each person holding Documents, but it shall be the Respondent's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Respondents shall be bound by such Addenda, whether or not received by the Respondent.

RFPs

- a) If a Contract is awarded it will be awarded by the Old Town Commercial Association (OTCA) to the most responsive bid. The Contract will require the completion of the work pursuant to these documents.
- b) Each Respondent shall include in its proposal the cost of performing the work. The prices set forth in the proposal by the Respondent shall remain effective 90 days from the time of the proposal opening.

COLLUSIVE AGREEMENTS

- a) Each Respondent submitting a proposal to the OTCA for any portion of the work contemplated by the documents on which a Response is based shall execute and attach an affidavit to the effect that it has not colluded with any other person, firm, or corporation in regard to any proposal submitted.
- b) Before executing any subcontract, the successful Respondent shall submit the name of any proposed subcontractor for prior approval.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFPs will be returned to the Respondent un-opened.

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

- a) The Contract will be awarded to the most responsive respondent provided such proposal is in the best interests of the OTCA to accept it.
- b) The OTCA reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Respondent to whom the Award is made will be notified at the earliest possible date.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Respondents is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, color, religion, sex, or national origin.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of this RFP will have a fee structure with a specified maximum, not to be exceeded, cost. Negotiations may be undertaken with those Respondents whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be that one which is most advantageous to the OTCA, price and other factors considered. The OTCA reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the OTCA.

ORAL PRESENTATION

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the OTCA. These presentations will provide an opportunity for the respondent to clarify its proposal to ensure mutual understanding of its contents. The OTCA will schedule any such presentations.

PROJECT CONTROL

- a) The consultant will perform the work under the direction and control of a Project Director designated by the OTCA.
- b) The Project Director will meet on an agreed upon basis with the consultant's Project Manager for the purpose of reviewing progress and providing necessary guidance to the consultant in solving problems which may arise.
- c) The consultant will submit written summaries of progress on an agreed upon basis which outlines the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, problems which have arisen or may arise which should be brought to the attention of the OTCA Project Director, and to request approval for significant deviation from previously agreed upon work plans. In addition, a summary of project costs for completed work and expected costs for the remainder of the work will be included.

CONTRACT PAYMENT SCHEDULE

Payment for a contract entered into as a result of this request will be made monthly upon receipt of the consultant's billing statement and progress reports. The consultant's billing statement should include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead costs.

INDEMNITY AND INSURANCE

INDEMNITY

Respondent shall be solely responsible for and shall indemnify, defend and hold harmless the City of Lansing (City) and OTCA, its agents, officers and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person including but not limited to employees and officers of the City and OTCA and for all other liabilities whatsoever including related expenses and actual attorney's fees in any way sustained or alleged to have been sustained or indirectly, by reason of or in connection with:

1. The performance of the works by or any other activities of the Respondent, its employees or agents or officers including but not limited to the use of any equipment or material furnished by the Respondent; or
2. The presence of Respondent, its employees, agents or officers on the premises of the City and OTCA; whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of the City and OTCA, its employees, agents or officers or the City and OTCA's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City and OTCA might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City and OTCA against liability for damages caused by or resulting from the sole negligence of the City and OTCA, its agents, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCLA Section 691.991) if applicable. This provision shall extend beyond the terms of this Agreement.

INSURANCE

The selected firm will be responsible for providing certificates of insurance to the OTCA which prove the firm has not less than \$1,000,000 coverage for Personal Liability and Property Damage and proof of Worker's Compensation Insurance. The Personal Liability and Property Damage certificate shall name the Old Town Commercial Association and the City as additionally insured and shall carry a twenty (20) day Notice of Cancellation. Proof of insurance, as stipulated above, shall be provided to the OTCA within ten (10) working days of issuance by the OTCA of an Award of Contract. When the OTCA receives proof of insurance, if everything is in order, it will issue a "Notice to Proceed" to the consultant.

Automobile Liability insurance shall be provided and include:

1. Coverage that complies with the requirements of the Michigan No-Fault Law.
2. Coverage for owned, hired, and non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.

The consultant shall also provide proof of professional liability insurance which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the consultant shall maintain such professional liability insurance during the life of the contract. Professional Liability Coverage shall be

provided in an amount not less than \$ 1,000,000 per occurrence. This coverage may be written on a claims-made basis.

GENERAL INFORMATION

The Old Town Commercial Association is inviting qualified consulting firms to submit proposals for providing design and construction architectural/administration services for the Chavez Plaza Performance Stage, located at the back of Lot 56 in Old Town, adjacent to the Fish Ladder

Firms responding to this proposal must have a licensed professional on staff that is certified in the State of Michigan with specific experience in the design of performance stages.

Attached Figure 1, is an aerial image of the site showing the proposed schematic location for the performance stage. Final position and orientation of the performance stage will be a product of this work. The project budget for this work has been set at \$500,000.

Figure 1 depicts a 43-foot by 55-foot performance structure. Conceptually this provides a 38-foot by 55-foot performance stage and a 5-foot by 55-foot storage area running the length of the back wall of the stage. The size of the performance surface is based upon sitting the Lansing Symphony Orchestra.

The stage shall have a raised performance surface, be fully covered, and include built in lighting and sound system. The stage shall be equipped with electrical service, rigging, and hidden utility chases. The intent is for performers to bring their own equipment. The stage shall be equipped with a hose bib to be available for events that require water access.

Aesthetics of the Old Town neighborhood is important. The proposed performance stage shall be designed to fit in with the existing structures and features that surround the Cesar Chavez Plaza parking lot.

SCOPE OF SERVICES

The work scope to be performed by the consultant for this proposal should be divided into the following tasks. As a minimum, these tasks should be addressed:

Task 1. Conceptual Design Development

The goal of Task 1 is to establish the type, size and location of the stage in adequate detail to communicate its function, aesthetics, and cost.

This task will consist of site mapping and utility investigation, preparing conceptual design, and obtaining buy-in from the Old Town Commercial Association as well as affected City departments. The proposed site shall be surveyed and base mapping developed. Consultant shall research utility locations and recommend stage placement with the minimal impact on utilities. During this task, the consultant shall prepare conceptual plans for the structure, locate and orient the structure on the site, itemize the proposed audio, electrical, and rigging equipment. Consultant shall address the aesthetics of the proposed stage and how this coordinates with the existing structures. Building materials and color schemes shall be considered.

The schematic design shall be adjusted and manipulated to control project budget. Consultant shall prepare an opinion of probable construction cost based upon the conceptual design. The consultant shall adjust the project scope to meet the budget. The consultant shall prepare recommendations that effectively meet the budgetary goal for the project.

Consultant shall plan three meetings with the Old Town Commercial Association to review concept, provide input, and make design decisions. Consultant shall prepare and present conceptual documents at each of the meetings.

Consultant shall furnish full-color rendering for the project. Full-size renderings shall be prepared. Views for renderings shall be in accordance with design meeting decisions.

Task 2. Design and Bid Documents

This task will consist of preparing plans and specification suitable for bidding. Furthermore, this task includes preparing permit applications, attending design meetings, attend pre-bid meeting, answer questions during the bidding phase, and issue addendum. Review sets and revised cost opinions will be submitted to owner for comment.

Regularly scheduled design meetings shall be held to review progress of work, review project input, and make decisions. Consultant shall prepare meeting agendas and distribute meeting minutes, solicit input at appropriate times, present design decisions and material selections, and facilitate the design process. Consultant shall be prepared to address reasonable ideas presented and concerns raised within the project budget. Consultant shall coordinate design with utility providers.

Once bidding documents are complete, consultant shall furnish one printed and sealed set of bidding documents to the Owner. Consultant shall also furnish documents in electronic format suitable for reproduction. Consultant shall prepare permit application and permit fees are to be paid by OTCA.

Task 3. Construction Administration

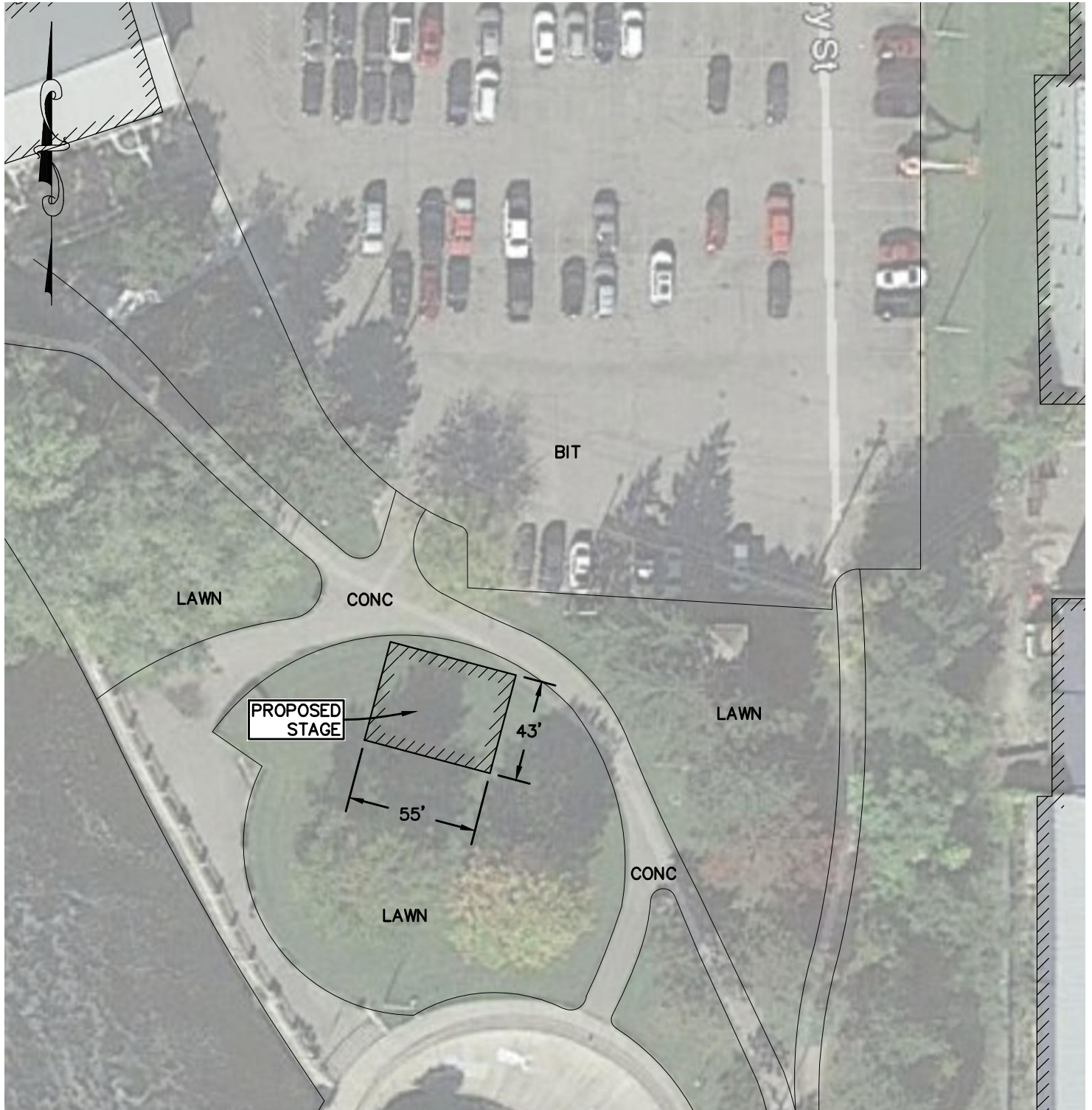
This task includes attending a pre-construction meeting with the contractor, periodic on-site construction observation of activities to insure the intent of the contract documents are carried out by the contractor, attendance at all building inspection meetings and progress meetings at least twice a month to coordinate and discuss project issues, and to prepare as-constructed documents. The consultant will be responsible for reviewing contractor submittals, preparing and distributing necessary bulletins, change order, and other administrative reports, assisting with approval of payment applications, preparation of punch list(s), and project close out. As-constructed documents shall generally include: as-constructed drawings, schedule of materials, warranties, approved shop drawings, and other relevant information for the facility operator.

SCHEDULE

The following conceptual schedule has been developed for the project. This schedule places construction activity during the “non-festival” periods of the year. Consultant shall recommend a schedule with their proposal.

September 2017	Architect Chosen and work begins
December 2017	Task 1 complete
January 2018	Task 2 begins
April 2018	Advertise for bids
June 2018	Construction bids due
October 2018	Construction Start
June 2019	Ribbon cutting

**FIGURE 1
SITE LAYOUT SKEMATIC**



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1232 TURNER STREET
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