Lyon Square and Lyon Street Reconstruction
Grand Rapids, Michigan
Downtown Grand Rapids Inc. + City of Grand Rapids
August 6, 2020

<u>Responses Due September 1, 2020 at 1p</u>



Project Title: **Lyon Square and Lyon Street Reconstruction**

Limits: **Lyon Street west of Monroe Avenue to the Grand River**

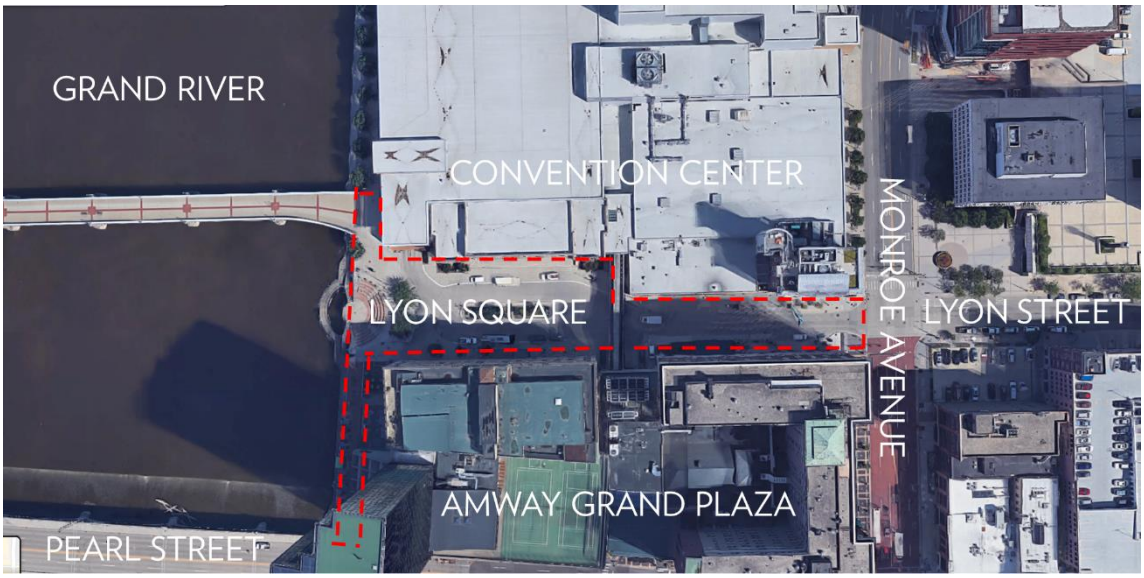
Contact: **Mark Miller, Managing Director of Planning & Design**
Downtown Grand Rapids Inc.
mmiller@downtowngr.org
616-719-4610

PROJECT SUMMARY

Downtown Grand Rapids Inc. (DGRI), in collaboration with the City of Grand Rapids, is seeking proposals to conduct Design Development, Final Design, Construction Documents, and Bidding Services for Lyon Square and Lyon Street in Downtown Grand Rapids. This collaboration will also involve representatives from Amway Hotel Corporation (AHC), the Kent County Convention and Arena Authority (CAA), Winquest and Sibsco.

PROJECT BACKGROUND

Lyon Square is a City of Grand Rapids Park located at the terminus of Lyon Street at the Grand River and currently includes an amphitheater and river walk. Lyon Street includes everything west of Monroe Avenue up to Lyon Square, and includes public space adjacent to the Amway Grand Plaza, Windquest, Exhibitors Building, and the Convention Center. *Refer to aerial photo below for approximate location of the project area.*



PROJECT GOALS

While one project, Lyon Square and Lyon Street reconstruction have different priorities and opportunities. The Lyon Square portion of the project has the following goals:

- To provide enhanced green space through the design and installation of canopy trees, landscape planters and green infrastructure.

- To provide more opportunities to linger near the river by creating public seating, event space, outdoor lighting, and new paving.
- To improve the existing portion of the Grand River trail.
- To supplement and enhance prior interventions at The Kitchen by Wolfgang Puck.

The Lyon Street portion of project has the following goals:

- To provide a new snowmelt system.
- To provide enhanced public space activation and meaningful public space connection through a design that is informed by the business and property owners along the street.
- Provide more opportunities to linger in the space by creating public seating, outdoor cafe seating, event space, outdoor lighting, and new paving. Infrastructure enhancements, such as increased electrical outlets and utility connections, may be required to support the increased activation.
- Balance the service needs related to drop-offs and trash storage/removal for the hotel and Convention Center with the design of a high-quality and activated pedestrian space. This may include the design of a shared street space as part of the solution.

CONSULTANT RESPONSIBILITIES / SCOPE OF WORK

Based on the work completed during prior planning and conceptual design processes, there is no public engagement anticipated for this project. The engagement and client collaboration for both Lyon Square and Lyon Street will be primarily with the City of Grand Rapids, CAA, AHC, Rockford Construction and DGRI staff (Client Team) through meetings. Additional meetings with adjacent business and property owners (Stakeholder Group) will also be required. Public meetings to review design concepts and update DGRI and City boards and commissions are also anticipated.

The following is an outline of a minimum scope of work to achieve the desired outcome, though project teams are strongly encouraged to develop their own scope and schedule as part of their proposal.

GENERAL

- Facilitate meetings with Client and Stakeholder Group and applicable City Departments
- Conduct review meetings with Client Team and Stakeholder Group including but not limited to:
    - Project Kick-off
    - Space programming
    - 30/60/90% Review Process
    - Review with City's Development Center for building code review prior to 60% design
    - Check Print Submittal
    - Attend Design Team review (as-needed)
    - Final Design (post Check-Print & Design Team process)
- Deliver plans, documents, and Engineer's Estimate to meet City standards and current City of Grand Rapids CAD Standards.
- Manage outside consultants, hired by your firm, in keeping with the scope of work
- Maintain insurance requirements as identified in Exhibit A.
- Comply with City of Grand Rapids Equal Employment Opportunity and Non-Discrimination and Supplier Diversity policies as outlined in Exhibits B and C, respectively.

CONCEPT REFINEMENT + DESIGN DEVELOPMENT

1. Conduct a design kick-off meeting to discuss the project with the Client Team, obtain available information, and perform a site inspection to review existing conditions.

2. Review as-built information.
3. Review and identify City of Grand Rapids zoning requirements (green space, trail setbacks, signage, etc).
4. Prepare a boundary and topographic survey of the project area as required for the preparation of design and construction documents. *Survey should include ownership boundaries.*
5. Conduct design development review meetings with Client Team and Stakeholder Group to review design refinements and the Final Preferred Design.
6. Develop a preliminary project schedule (and phasing plan if needed).
7. Complete an Opinion of Probable Construction Cost (OPC) for the Final Preferred Design of the project area.
8. Present at the City's Design Team for overall project coordination with City infrastructure, planning, storm water, traffic safety, fire, and police departments for various inputs that may impact the design and OPC. Presentations to the Planning Commission for project approvals may also be required.
9. Incorporate the various review comments and produce a 30% deliverable in the form of site plans with supportive plans as required. This will form 30% completion of the project and achieve Owner approval to proceed with the next segment of the project.

CONSTRUCTION DOCUMENTS

1. Conduct 60% and 90% review meetings with Client Team for concurrence of the intent of the proposed construction plans and specifications.
2. Refine OPCs for 60% and 90% construction plans. The OPC shall be based on the current market for construction materials and labor in the region, and shall provide the Client Team with an up to date understanding of the cost to complete construction. This will be the opportunity to recommend adjustments and refinements to the construction scope in order to remain within the available project budget.
3. Base bid items versus alternate based priority and available funding shall be considered.
4. Prepare complete and accurate construction documents ready for advertising and bidding.
5. Assist with obtaining the necessary permits and City approvals, where applicable.
6. Perform final design and bidding services to include final "bid quality" construction documents.
7. Provide assistance to the Client Team through the bid phase, coordinate the Pre-Bid meeting and prepare addenda as necessary.
8. Review the submitted bids and interview selected bidders prior to making a recommendation for award; furnish letter of recommendation of award.
9. Construction Administration Services may be requested at a later date.

PROPOSAL SUBMISSION

Proposals submitted shall be limited to ten (10) pages including all pages, except proposal cover. The proposal should include the following information:

1. A summary of project understanding including the project expectations and opportunities.
2. A firm overview of proposed lead consultant and any subconsultants proposed to work on the project including an organizational chart with all project team members identified. Given the project area is publicly owned by the City of Grand Rapids, and the City will hold construction contracts, respondents are requested to follow the City policies related to Supplier Diversity, Equal Opportunity Employment and Non-Discrimination. Additional information is provided in Exhibits B and C.

3. A description of your proposed staffing including condensed resumes/bios of employees assigned to this project. Provide resumes/bios for the responsible Principal, Project Manager, and key project staff. Staff listed must be the same as those working on the project.
4. A description of experience in completing work of this type, including at least three (3) examples and project references. Examples shall be with work on similar projects in an urban context.
5. A description of your proposed work plan for completing this project, including a schedule of work.
6. Your professional fee for completing the work as described and broken out separately for each phase of the identified scope. Fees shall include all tasks and staffing necessary to complete the project as outlined above and within your submitted proposal. All reimbursable expenses incurred shall be included in this fee. Include standard hourly rates for all staff levels in the proposal.
7. Separate fee to furnish Construction Administrative Services (if requested at a later date).
8. Additional information – Present any data or information which you consider pertinent to the selection process. Information should be kept relevant to the project.

PROFESSIONAL FEES

Professional fee shall include the following:

1. Labor to achieve project scope of work.
2. Site investigations including soil borings and survey.
3. Project budgeting.
4. Code/Zoning Ordinance review as required.
5. Take Concept Design from conception to bid for project.
7. Assist in managing bid process.
8. Conduct meetings and produce minutes.

DELIVERABLES

Anticipated deliverables include the following:

1. Code Review Summary
2. Data gathering: summary of issues/concerns of Client Team; summary of private and public utilities including age, condition, and recommended improvements; summary of recommended improvements.
3. Electronic submittal to Client Team of 30%, 60%, & 90% review documents. Electronic copy to be sent 3 days prior to meeting for review; including related OPCs.
4. Three sets of construction documents (drawing sets on bond paper) delivered at final review meeting.
5. Electronic submittal to Client Team of 100% plans & specifications for review prior to final submittal.
6. Electronic submittal to Client Team of Final, City approved plans, specifications and OPC for Bidding Documents.
7. Submittals as required to secure all City approval, prior to bidding and construction.
    a. Final plans, specifications, and Engineer's estimate meeting City requirements for Bidding Documents (If EGLE involvement is needed list additional documents as required).
        i. Specifications; 1 hard copy and 1 CD or Flash Drive stick; in Microsoft Word format.
        ii. Drawings; 1 set hard copy –Mylar Cover and bond copy other sheets
        iii. 1 CD or Flash Drive stick - CAD and PDF formats
8. Proposal to furnish Construction Administration/Inspection Phase Services (if requested at a later date)

9. Project specifications will be formatted in the current CSI Master Format
10. Distribution of bidding documents to contractors.

SELECTION CRITERIA

Project approach including schedule: 30%
Strength and diversity of project team: 20%
Ability to meet objectives: 20%
Similar project experience: 15%
Clarity and responsiveness of proposal: 10%
Professional fee: 5%

ESTIMATED PROJECT BUDGET

NTE $6,000,000

REGISTRATION

All interested consultants are encouraged to send an email to Mark Miller (mmiller@downtowngr.org) to register their intent to respond to this RFP. All firms expressing interest will be added to an email distribution list and will be notified if additional information related to the RFP becomes available. Firms failing to register in this manner may not receive all information relevant to the preparation of their proposals.

RFP QUESTIONS

Any questions regarding the proposal may be submitted by email to Mark Miller (mmiller@ downtowngr.org). Questions may be submitted up until 5pm Friday, August 21, 2020. Responses will be sent to all registered participants no later than 5pm on Tuesday, August 25, 2020.

PROPOSAL AND PROCESS DATES (subject to change)

RFP Issued:	August 5, 2020
RFP Questions Due:	August 21, 2020
Response to Questions:	August 25, 2020
Proposals Due:	September 1, 2020, 1pm
Consultant Selection:	September 2020
Bid Documents Completed:	February 2021
Construction Commenced:	Summer 2021

PROPOSAL SUBMITTAL

A digital copy of the proposal in PDF format is due by **1pm on Tuesday September 1, 2020** and shall be either emailed to mmiller@downtowngr.org or delivered to the address below:

Downtown Grand Rapids Inc.
Attn: Mark Miller
29 Pearl Street NW, Suite #1
Grand Rapids, MI 49503

EXHIBIT A - INSURANCE REQUIREMENTS

The Engineer shall acquire, continuously maintain during the period in which the Engineer is performing services and provide the DDA and City with acceptable proof of the following types and amounts of insurance coverage:

Statutory Workers Compensation Insurance as required by Michigan statute.

Comprehensive General Liability Insurance

with separate limits of not less than $1,000,000 per occurrence coverage against bodily injury and $1,000,000 per occurrence coverage against property damage, or with a combined single limit against both bodily injury and property damage of not less than $2,000,000 per occurrence.

Comprehensive Owned and Non-Owned Automobile Liability Insurance

with the same minimum limits of coverage as that required for the Comprehensive General Liability Insurance, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Professional Liability Insurance

with limits of not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000, and maintain this coverage during the life of each project and for a period of two (2) years thereafter.

The City of Grand Rapids and Downtown Development Authority shall be named as additional insured by endorsement to the Comprehensive General Liability policy.

Certificates of insurance evidencing that the Engineer has secured all of the foregoing insurance must be provided to the City. A minimum of thirty (30) days' notice to the DDA and City prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

NOTE: The City may, on a project by project basis, require subconsultants of the Consultant to provide and maintain during the period in which the Consultant is performing services and these insurances, and to provide the City with acceptable proof of specific types and amounts of insurance coverage.

ALL REFERENCES TO THE TERM ENGINEER SHALL BE DEEMED TO APPLY TO CONSULTANTS, ARCHITECTS, CONSTRUCTION MANAGERS, OR WHATEVER PROFESSIONAL TITLE OF THE FIRM SUBMITTING THE PROPOSAL.

EXHIBIT A (Continued) – INSURANCE REQUIREMENTS

The indemnity and insurance requirements in Section GC 1.03 of the City of Grand Rapids Standard Construction Specifications are further amended and supplemented to include the following additional provisions:

(a2) Indemnification of the City by the Consultant (in addition to the general indemnification provisions of the Contract): It is agreed that the Consultant, at the Consultant's sole cost and expense, shall defend, indemnify and hold harmless the City from and against the full amount of any and all present and future Environmental Impairment Losses that arise out of the performance of the activities or services provided by the Consultant under this Contract. The term "Environmental Impairment Losses" shall mean any and all loss, liability, expense or damage (including, without limitation, all attorneys' fees and costs and all other professional or consultants' fees and costs), incurred by the City under federal, state or local environmental law as a result of the performance of services conducted by the Consultant under this Contract.

General Requirements. The insurance required to be purchased and maintained by Consultant shall:

a. Contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance.
b. With respect to worker's compensation and employer's liability commercial general Liability, and umbrella liability insurance, Consultants shall require its insurance carriers to waive all rights of subrogation against the City of Grand Rapids or their agents.
c. Name the City of Grand Rapids as additional insureds.

(b5) Consultant's Pollution Liability Insurance

The Consultant shall secure and pay the premiums for, and maintain during the entire life of the Contract, Consultant's Pollution Liability Insurance, with limits of not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) annual aggregate with coverages for:

a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
d. for losses caused by pollution conditions that arise from the operations of the consultant described under the scope of services of this Contract.

Exhibit B – EEO & Non-Discrimination

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION CLAUSE

The City of Grand Rapids and the Downtown Development Authority of the City of Grand Rapids are committed to diversity, non-discrimination and equal employment opportunity. Consequently, it is the policy of the City and the DDA that all firms that do business of $10,000 or more on City projects shall comply with City Commission Policy 600-10 "Equal Opportunity and Non-Discrimination in City Contracting". The Contract Compliance Policy is designed to:

A. Promote equal employment opportunity and non-discrimination with firms that do business with the City of $10,000 or more.
B. Assist firms doing business with the City to utilize strategies which promote and encourage non- discrimination and equal employment opportunity.
C. Establish reporting requirements for firms that conduct business with the City of $10,000 or more to ensure non-discrimination and equal employment opportunity.

Information regarding the City Commission Policy 600-10 - how to submit workforce data for contract compliance review, and sample information is available on the City's web site at http://www.grandrapidsmi.gov/.

Firms wishing to do business with the City agree not to discriminate against any employee or applicant for employment, in any employment practice including but not limited to: hire, promotion, termination, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of actual or perceived race, color, religion or creed, sex, gender identity or expression, sexual orientation, national origin, genotype, age, marital status, medical condition, disability, height, weight, or source of lawful income in accordance with applicable laws and ordinances.

Exhibit C – Supplier Diversity

SUPPLIER DIVERSITY

The City of Grand Rapids and the Downtown Development Authority of the City of Grand Rapids are committed to ensuring non-discrimination and equal opportunity in the performance and administration of City contracts and subcontracts.

Therefore the City seeks to provide all Professional Services consultants and subconsultants, including Minority Business Enterprises (MBEs), Micro-Local Business Enterprises (Micro-LBE), Women Business Enterprises (WBEs) and Non-Minority/Women Business Enterprises (Non-MWBEs), equal access to Professional service consulting opportunities. Consultants are encouraged, when feasible, to use their best efforts to subcontract businesses reflective of the City's diverse business community.