REQUEST FOR PROPOSALS

CONSTRUCTION BIDS FOR Ed's Museum, 100 Gold Street, Wykoff MN FOR THE City of Wykoff February 26, 2020

CONTRACT ADMINISTRATION

All correspondence regarding this Request for Proposal (RFP) and the proposed project must be directed to:

AWH Architects Alex Haecker, AIA, NCARB 2611 1st Ave S Minneapolis, MN 55408 612-558-5383 alex@awharchitects.com

ACCEPTANCE OF PROPOSAL CONTENTS

The contents of this RFP will be included as part of the contractual obligations if a contract ensues. All information in the proposal is subject to disclosure under the provisions of Minnesota Statutes Chapter 13- Minnesota Government Data Practices Act.

PROJECT OVERVIEW

This project is being partially funded by a Minnesota Historical and Cultural Heritage Grant and shall be completed by end of the year 2020. In addition, the project is subject to Prevailing Wage and the selected Contractor and the use of Form CO.23 Minnesota State Form, Part 1 Prevailing Wage Payroll Information and Part 2 Statement of Compliance, is mandatory.

The project will be administered by the Wykoff Area Historical Society for the City of Wykoff. The project involves a multi-phased rehabilitation and structural stabilization of the historic structure.

INVITATION TO SUBMIT PROPOSAL

By this Request for Proposal (RFP), WAHS (hereby referred to as 'Agent'), on behalf of the City of Wykoff (hereby referred to as 'Owner'), is requesting a Guaranteed Maximum Price and Contract Time for the proposed Phase One work.

WALK-THRU General Contractors and their sub-contractors are welcome to visit the site and tour the

building on March 11, 2020. The building will be open and the architect present from

8am – 1pm.

RFI DUE DATE All Request for Information, Clarity or Substitutions to be submitted by 4 pm March 16,

2020 to:

AWH Architects

Alex Haecker, AIA, NCARB

2611 1st Ave S

Minneapolis, MN 55408

612-558-5383

alex@awharchitects.com

RFI RESPONSE All RFIs will respond to by the end of the business day on March 18, 2020

PROPOSAL DUE DATE - Proposal shall be due at the office of the architect by end of the day on March 24, 2020. Proposal may be submitted via email.

PROJECT DESCRIPTION AND INFORMATION

The project is located at 100 Gold Street, Wykoff MN. The building is a 2 story structure with a 1 story addition on the south and a 3 story addition on the east. Work will be focused on Phase One items funded by the Legacy Funds as follows (See attached Issued for Bid Set):

ITEM ONE – Moisture Intrusion

Repair and or replace rotten wood and install closed cell backer rod sized to fit gap with U.V. resistant caulk grade sealant, color – gray. At lower level remove loose rubble fill on east wall and infill with concrete masonry units.

ITEM TWO – New Gutters and Rainwater Conductors

Install 4" round galvanized gutters and rainwater conductors to direct water away from the facade and the building.

ITEM THREE - Floor Framing

Main Floor - Add a footing and post at midspan of the 3 wood beams that span north south in the original building. Install sign indicating "Maximum Capacity 50 People" be added just inside the front entry.

2nd Floor – Install a sign indicating "Maximum Capacity 25 People" at the top of the stair to the upper level.

ITEM FOUR - Annex Porch

Replace the current wood foundation system with concrete block to just above grade and treated wood to the underside of the floor framing.

ITEM FIVE – South Addition

Carefully remove exterior siding and keep for reuse. Install new geo-tech piers to frost and secure to wood framing. Reinstall exterior siding.

REQUIREMENTS FOR PROPOSAL

Proposal submitted must include the following in the order listed:

- 1. Description of Project Team. Identify individuals to fill key roles including project manager, and superintendent. Include resumes of individuals.
- 2. Guaranteed Maximum Price based upon Issued for Bid Set and Project Manual broken out per CSI divisions.
- 3. Submit list of proposed sub-contractors and their respective related experience.
- 4. Self-Performed: Provide a list of items that will be self-performed.
- 5. Project construction schedule.

CONSTRUCTION PHASE

Construction Phase services required include, but are not limited to the following;

- 1. Assume the primary responsibility for the overall administration of construction contracts on behalf of the Owner under an A102- 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- 2. Provide field staff throughout construction, for the purpose of managing, inspecting, scheduling, and coordinating the subcontractors. Monitor the progress, performance, quality and contract compliance of the subcontractors' activities.
- 3. Prepare and administer all cost control procedures, including monthly pay requests, change order logs, etc. Prepare Budget Cost Summary Reports as required.

CONTRACTOR SELECTION

Proposals will be reviewed and evaluated by the WAHS based on the following criteria:

- 1. Contractor firm and key project staff experience with similar projects to this.
- 2. Proven track record in successfully completing similar projects on time and within budget.
- 3. Successful experience of both the firm itself and the individual team members will be considered.
- 4. Proposed approach to completing the project.

Following review of the Proposals by the WAHS board members will select a Contractor to negotiate a contract as follows:

- 1. If, for any reason, a firm is not able to commence the services in that firm's Proposal within 30 days of the award, the WAHS board reserves the right to contract with another qualified firm.
- 2. The WAHS board shall not be liable for any expenses incurred by the Contractor prior to the signing of a contract including, but not limited to, the Proposal preparation, attendance at interviews, or final contract negations.
- 3. The Proposal must be signed by an official authorized to bind the Contractor to its provisions that will be included as part of an eventual contract. The proposal must include a statement as to the period during which the Proposal remains valid. This period must be at least 90 days from the date of the submittal.
- 4. The WAHS board reserves the right to reject all Proposals submittals or to request additional information from any or all of the proposing firms.

CONTRACT TERMS AND CONDITIONS

Upon selection of a Contractor, a A102- 2017 Standard Form of Agreement Between Owner and Contractor shall be entered into by the WAHS Board and the Contractor. It is expected that the contract will provide for compensation for actual work completed and the following conditions.

- Deletions of specific itemized work tasks will be at the discretion of the WAHS board. Payment
 or reimbursement shall be made based on tasks that have been satisfactorily completed. Billing
 that exceeds the not to exceed amount will not be compensated unless a contract extension has
 been approved in advance by the WAHS board.
- 2. The WAHS board shall retain ownership of all documents, plans, maps, reports, and data prepared under this proposal. In addition to being provided hard copy and digital (.pdf)

- documents throughout the project, upon completion the contractor shall supply the WAHS board with a fully scanned project file.
- 3. If, for any reason, the Contractor is unable to fulfill the obligations under the contract in a timely and proper manner, the WAHS board shall reserve the right to terminate the contract by written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory completed work tasks, as determined by the WAHS board.
- 4. The Contractor shall not assign or transfer any interest in the contract without prior written consent of the WAHS board.
- 5. The Contractor shall defend, indemnify and hold harmless the board of the WAHS, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its officials, agents, sub-contractors or employees) performance of the duties required under the contract, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Contractor.
- 6. Contractor agrees to maintain, at its own expense and for the duration of the Contract for Services, a Commercial General Liability insurance policy protecting Contractor from claims for damages for bodily injury, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operating under this Contract for Services with limits of at least \$100,000 per occurrence, \$300,000 aggregate limit for bodily injury, and property damage insurance with limits of at least \$25,000; or, alternatively, a policy with a single limit for bodily injury and property damage of \$300,000 per occurrence and \$300,000 aggregate limits.
- 7. The Contractor contract shall be governed by the laws of the State of Minnesota.
- 8. Project summaries shall be submitted with each invoice during the course of the project. Each summary shall detail the amount billed to date, work items that need to be completed, the estimated costs to complete these tasks and the projected timeline for the completion of the project. Invoices submitted to the WAHS board shall include a detailed breakdown of times, personnel, mileage, etc. chargeable for that period.

END OF RFP