



Request for Proposal

*Construction Manager, as
Advisor, for Construction of
Community Pool and Sports
Complex*

Project Number: RC17-6000

July 26, 2017

RACINE COUNTY, WISCONSIN

REQUEST FOR PROPOSAL

CONSTRUCTION MANAGER, AS ADVISOR, FOR CONSTRUCTION OF COMMUNITY POOL AND SPORTS COMPLEX

Introduction

Qualified firms are invited to submit proposals to Racine County for Construction Management Services for a fast-paced proposed project which will include construction of: (i) SC Johnson Community Sports Complex at Pritchard Park; and (ii) SJ Johnson Community Aquatic Center (collectively “Project”). The successful firm is also expected to provide the County assistance in developing the full scope of the County’s construction program and Project.

The Project is being funded by a \$6.5M donation from SC Johnson and will be open to the public. The centerpiece will be two separate swimming pools – a lap pool and an activity pool – that have almost 12,000 total square feet of water surface. Special pool features include large waterslides, a water play structure, water spray, and a zero-depth pool for young children. The SJ Johnson Community Aquatic Center will include a 4,800-square foot pool building with changing rooms, a concession stand, and shaded lounge areas.

Racine County reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the County.

Location of Project

Pritchard Park is located at 2800 Ohio Street in the City of Racine. It is bordered by Ohio Street to the East and Durand Avenue (State Highway 11) to the South. Regency Mall is located just west of Pritchard Park. Pritchard Park consists of 79 acres with a pavilion, fishing pond, baseball diamonds, soccer fields, playground equipment, a jogging trail, and a veteran’s memorial.

Background

After complete design and competitive bidding, it is anticipated that this project will be awarded as a lump sum bid to a primary General Contractor. Racine County will look to the Construction Manager for guidance in how to expedite construction of the Project in order to meet deadlines (e.g., multiple bid packages, phases, etc.). However, it is also anticipated that work will be done in phases with the first phase being new construction work.

For the purposes of contracting, it is anticipated that the Construction Manager, as Advisor will perform the duties generally set forth in AIA document B801/Cma-1992. The County will modify said AIA document for contract purposes.

The County has retained Ayres Associates Inc. as the Architect & Engineer on the Project. Neither the architectural and engineering firm, construction manager firm nor the general contractor may be from the same company (including parent company). Construction Manager shall participate in the planning and design processes through coordination with Ayres Associates, offer project design and/or coordination ideas that may result in cost savings and efficiencies, act as the County's agent on the project, and perform other duties and tasks. Note that the SC Johnson donation is for construction of the Project only and Racine County will bear expenses associated with parking separately.

4. Basic Scope of Services

1. Have complete understanding of Phase 1 design work and County's requirements for project. Act as agent and advisor for the County to guarantee compliance to architect's Phase 2 design and the ensure project is completed as required.
2. Participate in project design and planning work with architect and County to ensure project feasibility and compliance with budget constraints.
3. Review project budgets and have complete understanding of budget design and constraints. Offer project design and/or coordination ideas which result in cost savings and efficiencies.
4. Supervise and oversee construction as defined in AIA contract documents. This includes, but is not limited to: constant on-sight presence during work, oversight of General Contractor, coordination of General Contractor and sub-contractors, project safety oversight, site security, and oversight of construction compliance with all applicable codes and regulations. Monitor, approve, and advise Owner regarding Owner Direct Purchases.
5. Conduct regularly scheduled meetings for the County related to construction and Construction Manager work. Participate in other meetings pertaining to the project with staff, architect, contractors, and Owner as needed.
6. Construction Manager shall keep, prepare, maintain, and present routine progress, budget, and any other reports deemed necessary to the County. The County shall establish the frequency of reporting. The report shall briefly describe the progress during the preceding period; present and forecasted budget activity, activities planned for the upcoming periods; any deviations from the County approved work schedule and any delays, along with steps taken to alleviate the impact of such delays upon the schedule.

5. Tentative Project Schedule

The pre-construction phase and bidding document creation will begin immediately. It is anticipated that the entire Project will be completed and open to the public in June 2018. Please identify any concerns or reservations your firm may have with these general parameters and describe any negative impacts on the Project foreseen as a result of such parameters.

6. General Requirements

- A. Racine County will generally follow the standard AIA contract terms but certain modifications in the contract will be required. Construction Manager shall agree to Racine County's Standard Terms and Conditions for Professional Service Contracts as identified and defined in Exhibit A attached to the RFP.
- B. All work will be performed in a good and workmanlike fashion and in compliance with all applicable local, state and federal laws and regulations. The project will be executed to the satisfaction of the County and completion will be determined by the County, pursuant to all relevant documents.
- C. Construction Manager shall obtain and maintain in full force all permits, licenses, bonds, approvals, etc., necessary to perform and complete the work.
- D. Construction Manager will be responsible for the health and safety of its employees including any hazards that may be unique to this project.
- E. Racine County shall not be responsible for any costs associated with preparation of this statement, proposal, or bid in response to the RFP. All Statements of Qualifications and Proposals shall be retained by Racine County, and therefore, will not be returned to the bidders.
- F. It is the bidder's responsibility to comply with all instructions, terms, and conditions in order to assure consideration of its proposal.
- G. Any Statements of Qualifications and Proposals received at the office designated in the solicitation after the exact time specified for receipt will not be considered. Statements of Qualifications and Proposals must be submitted at the same time and may be withdrawn at any time prior to the opening.
- H. This RFP may be amended by the County in response to a need for further clarification, specification and/or requirements, and/or requirement changes including new opening dates. Copies of the amendment will be disseminated to those firms registered on RFP holder's list and shall be signed by the vendor and returned as specified in the amendment. Any vendor request for RFP clarification or changes must be submitted to Karl Jeske **in writing NOT LESS than three (3) business days prior** to the proposed opening date.

- I. The Statement of Qualifications submitted shall represent the best efforts of the bidders and will be evaluated as such. Proposals must set forth full, accurate, and complete information. Information beyond that sufficient to present a complete and effective response to this solicitation are not desired.
- J. The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except with regard to particular contents which are rejected by Racine County.
- K. Racine County expects work on the Project to commence as soon as practical after the Agreement is finalized.

7. Statement of Qualifications and Proposal Content

All submitted responses to this RFP by prospective bidders shall contain clearly identified Statement of Qualifications section and a Proposal Section as described below:

The Statement of Qualifications shall contain detailed descriptions and references pertaining to the following:

- A. Name and business address of the bidder and whether the bidder is a corporation, joint venture, partnership (including type of partnership), or individual. If the bidder is a partnership or joint venture, names of general partners or joint ventures;
- B. Name, title, telephone number, and address of the person authorized to be the contact person on behalf of the bidder;
- C. Complete descriptions of three (3) recent projects by the bidding firm, which are similar in Construction Management nature to the proposed project. Descriptions of the projects should be given in detail including contact persons (name, address and phone number). Bidder should also include a listing of **all** sports complex projects or those similar in nature to the proposed project.
- D. County perceives that staffing will be critical to the success of this work. In their proposals, bidders shall submit the name(s), qualifications, and three (3) recent similar experiences of the key personnel to be assigned to this work, including lead manager. By proposing specific individuals, bidder agrees to make available for the duration of the project, the personnel presented in the response unless County agrees to a change in personnel.
- E. The names and duties of any and all sub-consultants. The percentage of the total work to be performed by each sub-consultant shall be specified. An explanation of each sub-consultant's qualifications and experiences involving recreational facilities shall be included. Racine County reserves the right to approve or reject any and all sub-consultants and to make its selection based on the indicated sub-consultants.

- F. The successful Construction Management firm and/or any sub-consultants affiliated with that Construction Manager shall be prohibited from submitting bids for any part of the construction portion of this project. The successful Construction Manager and/or sub-consultants must be Equal Opportunity Employers.

The Proposal shall contain the following information:

- A. A description of the approach to be taken by the Construction Manager regarding their work associated with the Project.
- B. Construction Manager's project schedule outline for contract execution; the schedule proposed will be one of the criteria used in the Construction Manager selection process. Unless otherwise authorized, the successful bidder will be expected to begin work on the project within 10 business days following the award of the contract. Contract will be deemed awarded on the date it is signed by both parties. All potential scheduling difficulties must be described in detail.
- C. Construction Manager fees stated as a guaranteed lump sum, which may include facilitation of multiple bid packages. In addition, an alternate percentage fee shall be listed based on project construction costs. All fees must include all sub-consultant fees and clearly list and explain any possible reimbursable items not included in the base lump sum or percentage fees.
- D. Construction Manager's proposal cost should include two formal presentations to Racine County with any and all necessary subcontractors needed to present and answer questions pertaining to the project to a committee including elected County officials where management options could be presented and discussed. Bidder should also provide a per-visit cost identifying the additional fee that may be charged should additional presentations be requested by Racine County.
- E. Construction Manager's current rate sheet for labor and services.
- F. Description of Construction Manager's and/or sub-consultant's travel and office costs for the project and whether these costs are included in base bid value.
- G. Description of the insurance coverage provided by bidder, including professional liability coverage.
- H. Bidder's standard contract terms.
- I. Any other relevant information that may be helpful in County making its decision.

8. Proposal Evaluation

Racine County reserves the right to reject any and all proposals and to choose a proposal that is in the best interest of the County. County shall not base its decision solely on cost but shall consider experience of the bidder in Construction Management of construction of sports

complex type facilities of a nature like that proposed by the County, availability, and other relevant information in making the selection.

Based on the Racine County evaluation process of delivered proposals, a maximum of three (3) bidders may be selected to present proposals, including fees, and to participate in interviews with County officials. Based on the reviews of qualifications and proposals, and potential interviews, a Construction Management firm will be selected and contract negotiation will commence.

Statements of Qualification and Proposals will be evaluated and ranked on the following criteria: Firm's experience in similar, fast-paced projects; project understanding and approach to project; key project personnel experiences in similar projects; availability for services and proposed project schedule; overall responsiveness and compliance to proposal requirements.

The County will notify the successful bidder as soon as practical of the selection. It is expected that contract negotiations will begin immediately. If contract negotiations cannot be successfully completed within two weeks, the County reserves the right to break off and begin contract negotiations with another bidder.

9. Point of Contact

The Sole Point of Contact regarding this RFP process shall be:

Mr. Karl Jeske
Superintendent of Buildings & Facilities Management Division
Racine County
730 Wisconsin Avenue
Racine, WI 53403
Phone: 262-636-3104 FAX: 262-636-3900
Karl.Jeske@RacineCounty.com

10. Submittal Timeframe and Information

- A. Statement of Qualifications and Proposals must be submitted in a sealed envelope plainly marked in the center of the envelope as follows:

**“STATEMENT OF QUALIFICATIONS AND PROPOSALS FOR
CONSTRUCTION MANAGER SERVICES FOR CONSTRUCTION OF
COMMUNITY POOL AND SPORTS COMPLEX”**

- B. **One (1) flash drive AND Eight (8) written bound copies of bidder's Statement of Qualifications and Proposal shall be included. No electronically mailed or FAXed proposals will be considered.**
- C. **The deadline for submission of the Statement of Qualification and Proposal is 2:00 p.m. CST, on Friday, August 11, 2017.**

D. Statement of Qualifications and Proposals will be received at:

Duane McKinney
Purchasing Coordinator, County of Racine
730 Wisconsin Avenue, 4th Floor
Racine, WI 53403

E. All Statements of Qualification and Proposals received by scheduled time shall be opened publicly, however, only the names of the firms proposing will be read publicly at the date and time indicated above. No selection will be made at the time of opening.

Exhibit 'A'

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACT

These terms and conditions shall be incorporated into and made a part of all Professional Services contracts entered into between Racine County (hereinafter "the County") and the consultant/contractor/provider (hereinafter "COMPANY NAME"), references to both the County and COMPANY NAME are hereinafter "the parties." These terms and conditions shall take precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

1. **PERFORMANCE:** COMPANY NAME shall perform all services under this contract in a manner reflecting the standards within the industry.
2. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to this contract shall become the property of the County and shall be under the control of the County. COMPANY NAME shall be allowed to retain copies of said documents and work product.
3. **OWNERSHIP RIGHTS:** Any of the County's documents which are provided to COMPANY NAME to assist COMPANY NAME in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
4. **ASSIGNMENT:** COMPANY NAME shall not assign, sublet, subcontract or transfer any of the services or interest under the contract without the prior written consent of the County.
5. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, COMPANY NAME agrees not to discriminate against any employee, applicant for employment or person receiving services from COMPANY NAME, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms are described in state and federal law.
6. **STATUTORY COMPLIANCE:** COMPANY NAME shall comply with all federal, state, local laws and regulations and requirements.
7. **INDEMNIFICATION:** Within the limits of insurance, COMPANY NAME shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of COMPANY Name's, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of COMPANY NAME or any of COMPANY NAME's agents or employees in the performance of services under this contract.

To the fullest extent permitted by law, the County shall indemnify and hold harmless COMPANY NAME and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of COMPANY Name's, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County's agents, or employees in the performance of services under this contract.

8. **CHOICE OF LAWS:** The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.
9. **INDEPENDENT CONTRACTOR:** COMPANY NAME shall be considered an independent contractor and not an employee of the County. The County agrees that COMPANY NAME shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection, dismissal, supervision, direction or performance of COMPANY NAME's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or COMPANY NAME. COMPANY NAME's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against COMPANY NAME because of this contract or the performance or nonperformance of services provided hereunder.
10. **TERMINATION:** Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this contract. The County shall pay for any and all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
11. **INSURANCE:** COMPANY NAME will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County upon request.
12. **ACCESS:** The County shall arrange for safe access to and make all provisions for COMPANY NAME and COMPANY NAME's agents and employees to enter upon public and private property as required for COMPANY NAME to perform services under this contract.
13. **SCHEDULE:** COMPANY NAME will meet their indicated milestone benchmark dates provided and incorporated into the contract. If unable to perform, COMPANY NAME will notify County representative, in writing, a minimum of ten (10) calendar days prior to the relevant benchmark date explaining, in detail, reasons for non-compliance. Racine County will review provided documentation and determine solution.
14. **COMPLETENESS OF DOCUMENTS:** COMPANY NAME will be solely responsible for understanding County's intent and the accuracy, clarity, and quality of all documentation. Racine County will not be expected to appraise, or be held responsible

for, completeness or detailed review of design plans and specifications to detect errors or deficiencies in verbiage, intent, or actual design.

Racine County expressly rejects any of the following terms and conditions in its contracts for professional services:

1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and COMPANY NAME.
2. **LIMIT OF LIABILITY:** COMPANY NAME's liability shall be within limits of insurance as part of the contract between the County and COMPANY NAME.
3. **ATTORNEY'S COSTS/FEES:** There shall be no provisions mandating the payment of the either of other party's attorney's fees which are the result of litigation arising out of contract disputes.

ENTIRE AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN COMPANY NAME AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

ATTACHMENT: EXHIBIT B: MASTER PLAN DESIGN

END OF DOCUMENT

INITIALS: _____
