



*Request for Proposal*



*Owner's Representative and  
Construction Management  
Advisor Services for  
Construction of Racine County  
Secure Residential Care Center  
for Children and Youth*

*Project Number: RC20-2000*

# RACINE COUNTY, WISCONSIN

## REQUEST FOR PROPOSAL

### **OWNER'S REPRESENTATIVE AND CONSTRUCTION MANAGEMENT ADVISOR SERVICES FOR CONSTRUCTION OF RACINE COUNTY SECURE RESIDENTIAL CARE CENTER FOR CHILDREN AND YOUTH**

#### *Introduction*

Racine County is soliciting proposals from qualified firms to provide comprehensive Owner's Representative and Construction Management Advisor services to assist and support the design and construction of a Secure Residential Care Center for Children and Youth (SRCCCY).

Proposals will be accepted **until 2:00 p.m. CST on June 5, 2020**, and will be received at:

Attn: Debra Ladwig, Purchasing Manager  
730 Wisconsin Avenue, 4<sup>th</sup> Floor  
Racine, WI 53403

All questions or comments regarding this solicitation package must be submitted by email to [Liam.Doherty@racinecounty.com](mailto:Liam.Doherty@racinecounty.com) and [Debra.Ladwig@racinecounty.com](mailto:Debra.Ladwig@racinecounty.com) no later than 5:00 p.m. CST, on May 22, 2020.

Qualified firms are required to submit their proposal in accordance with these solicitation requirements. Three (3) hard copies of your proposal and one electronic copy (Adobe PDF) must be submitted.

**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*

A specific site within the Racine Unified School District will be determined/finalized in the near future.

#### *Background*

Wisconsin Act 185, enacted in April 2018, relates to juvenile correctional facilities, and requires closure of currently State-run facilities in Lincoln Hills/Copper Lake by July 31, 2021. The Act allows for counties to establish Secure Residential Care Centers for Children and Youth

(SRCCCY), and a Juvenile Corrections Study Committee was created by the State DOC to recommend rules for services and programming for SRCCCYs. The Act created a grant program to provide funding for construction of these facilities. A Grant Committee was established by the State for the purposes of reviewing applications and awarding grants for the construction of county SRCCCYs.

Racine County and its design consultant developed a preliminary facility design and feasibility study for the County's SRCCCY. Racine County's application for funding and supporting materials are available for review at: <https://doc.wi.gov/Pages/AboutDOC/GrantCommittee.aspx>. In February 2020, the State's Building Commission approved award of \$40 million in funding to support Racine County's SRCCCY proposal.

The Construction Manager will oversee the planning, design, and construction of all aspects of the project. After complete design and competitive bidding, it is anticipated that this project may be awarded as a lump sum bid to a primary general contractor but the County will consider alternative delivery models (*e.g.*, multiple contractors in lieu of GC). The actual construction work on the project shall be awarded through competitive bidding as required by Wisconsin Law. For the purposes of contracting, it is anticipated that the Construction Manager will perform the duties generally set forth in the Construction Manager as Adviser family of AIA Contract Documents and to act as an independent adviser on construction management matters through the course of both design and construction – concurrently enhancing the level of expertise applied to managing the project from start to finish while avoiding monetary interest in the actual labor and materials incorporated in the construction work. The County may modify the AIA documents for contract purposes. The Construction Manager, in general, shall have primary management responsibility for the project and shall coordinate all project matters. As such, the Construction Manager shall serve as the County's principal point of contact and liaison between the architect/engineer, contractors, and other consultants and vendors throughout the project.

The Construction Manager shall advocate for the County's interests of quality, timely, and cost-sensitive design and construction while maintaining professional relationships with contractors.

The Construction Manager will be responsible for overseeing the delivery of the project at the best and lowest price in the marketplace and highest degree of functionality and quality. However, the Construction Manager will not replace the architect/engineer, builder and other consultants, though the Construction Manager is encouraged to provide evaluations and recommendation on same.

Neither the architectural and engineering firm, construction management firm, nor the general contractor may be from the same company (including parent company). The Construction Manager shall participate in the planning and design processes – including bidding for and selection of architect for the project, 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.

Respondents shall submit a written proposal which documents the respondent's qualifications and ability to meet the specific needs of the County. The submission should be prepared in a clear and concise manner and should provide all the information considered pertinent. The

emphasis of the proposal should be placed on accurate responses to the needs of the County as outlined in this RFP.

Failure to comply with the requirements or to provide the requested information may result in rejection of the proposal.

## **1. GENERAL SRCCCY DESCRIPTION**

- A. General project description and characteristics.
- B. Scope and Space (additional details available at: <https://doc.wi.gov/Pages/AboutDOC/GrantCommittee.aspx>.
  - 1. Provide a new facility referred to as a Secure Residential Care Center for Children and Youth (SRCCCY). Location to be determined within the City of Racine.
    - a. Buildings, spaces, fixtures and furniture will be of detention strength and design.
    - b. SRCCCY services will include education, vocation, medical, mental health, wellness recreation, guidance and other programmatic support.
    - c. SRCCCY will provide secure housing for males, females and youth identified as others.
    - d. It is anticipated that the facility will house approximately (50) youth.
    - e. SRCCCY will include within its facility spaces for the:
      - Welcome Center
      - Administration, Admissions & Release, Security & Control
      - Courts
      - Health Center & Behavioral
      - Visitation
      - Food Services
      - Interior & Exterior Recreation
      - Education
      - Housing
      - Secured Perimeter
  - 2. Schedule
    - a. Under current timelines, the SRCCCY must be operational and ready to receive youth by July 2021; note, however, that the deadlines may be subject to modification as permitted under applicable law.
  - 3. Construction Budget
    - a. \$35,000,000 to \$40,000,000

## **2. Basic Scope of Services**

- A. 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.

- B. Participate in project design and planning work with architect and County to ensure project feasibility and compliance with budget constraints.
- C. Detailed Estimates: Construction Manager shall prepare detailed general contractor grade estimates for the project.
- D. Detailed Schedules and Logistics Plans: Construction Manager shall be prepared and have the ability to generate detailed schedules, phasing plans, site logistic plans and operational impact plans on the project to address such construction work with minimal disruption to other business and operations.
- E. Contractor Management: Construction Manager shall have the ability to provide the required home office support and onsite coordination of a general contractor or multiple contractor(s) performing the construction work.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Construction Manager shall be required to perform all services identified on Exhibit A – Scope of Services, for the project.

**3. Tentative RFP/Project Schedule**

The County reserves the right to delete or modify any part of this schedule.

RFP Issued .....	May 8, 2020
Question Deadline .....	May 22, 2020
Question Responses .....	May 27, 2020

Proposals Due ..... June 5, 2020 (2:00 pm CST)  
Tentative award date ..... June 19, 2020  
County Board Authorization ..... June 23, 2020, or as soon as practicable

In its sole discretion, Racine County may hold interviews, ask written questions, seek written clarifications, and/or conduct discussions to aid in the final selection.

The pre-construction phase and bidding document creation is expected to begin immediately upon county board authorization. It is anticipated that the entire project will be completed and open for use consistent with applicable law and code within mandatory timeframes – presently by July 2021. 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.

#### **4. 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 B 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.

- 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 proposal 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 necessary legislative authorizations/approval and the Agreement is finalized.

## **5. Right of the County to Select or Reject Proposals**

This RFP shall not impose or create any contractual or other liability on the part of the County.

The County reserves the right to select or reject any or all proposals based on its sole discretion, or to waive any defects or irregularities in any proposal or in the bidding process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the County. The County may, in its discretion, elect to waive any requirement(s), either for all proposals or for a specific proposal which the County, in its sole discretion, deems non-material.

The County may reject or disqualify a proposal under any of the following circumstances:

- The respondent misstates or conceals any material fact in the proposal.
- The proposal does not strictly conform to applicable laws or any requirements of this RFP.
- The proposal does not include documents, certificates, affidavits, acknowledgements, initial deposit or other information required by the RFP.
- The proposal has not been executed by the respondent through or by an authorized officer or representative of the respondent or respondent's team.
- The respondent fails to comply with all provisions, requirements and prohibitions binding on all respondents as herein set forth or fails to comply with applicable law.
- The respondent fails to acknowledge receipt of any formal addenda.
- For any other reason deemed in the best interests of the County.

## **6. 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. General Information

Company profile including principal areas of expertise and experience providing Owner's Representative and Construction Management Advisor Services to publicly-funded entities in the State of Wisconsin. Proposals must include the following information:

- Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- Federal and state tax ID numbers.
- Names of Owners, Principals, and/or Officers.
- The name, title, email address, mailing address, fax and telephone number of the officer authorized to represent the proposer in any correspondence, negotiations and sign a contract that may result.
- The project manager's name, title, email address, mailing address, fax and telephone number.

B. Project Understanding & Approach

Identify if your firm has the ability to perform the services defined herein, your approach to doing so and if any third-party consultants are required to complete the services.

C. Staffing Proposal and Staff Experience

Provide a staffing proposal that includes an organizational chart of the proposed team and resumes of key personnel. Proposals must include the following information:

- The firm must provide a single point of contact for the project.
- Key personnel's resumes including name, title, education, experience, references, professional affiliations, certifications, licenses and registrations. Clearly define projects managed by those individuals in the role of an Owner Representative or Construction Management Advisor (not architect, engineer, contractor or any other role on the project other than an Owner Representative or Construction Management Advisor). Clearly define projects managed by those individuals that are similar to this project type in scope of work and purpose. Only include resumes for individuals that will be actively engaged on the project.
- Though not required by Racine County, please identify if any proposed team member is a licensed Professional Engineer/Architect and/or USGBC LEED Accredited.
- Identify any external sub-consultants and describe their roles and responsibilities with the project team.
- Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

D. Similar Project Experience & References

Please provide a chronological list of all projects completed by your firm in the role of Owner's Representative or Construction Management Advisor for a publicly-funded entity.

Provide information on those projects (from the list above) that were completed in the past five years including: client name, brief descriptions of project, date completed,



constructed value, the name of the proposed staff that was involved (and their role) and an owner reference including name, title, phone number and e-mail address.

- E. 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.

**7. 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**

- A. The successful respondent will not be chosen strictly based on the fees charged for the

required services or other costs to Racine County. Experience, qualifications, personnel credentials, and other relevant information will also be considered in making the selection.

B. Racine County will evaluate each proposal taking into account the following evaluation criteria:

- Cost
- Experience and qualifications, particularly in the construction of secure detention type facilities
- 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
- Financial responsibility/capabilities
- Personnel credentials/qualifications
- Additional commitments or services, if any
- Responsiveness to and compliance with RFP requirements
  
- Demonstration of good faith efforts to achieve compliance with federal, state, and local affirmative action requirements and commitment to hire, retain and contract, whenever reasonably possible, with qualified individuals and businesses residing and/or based in Racine County as well as veterans and minority-owned businesses
- Demonstration of successful management systems which proposer has employed for the purposes of estimating, scheduling, and controlling costs
- References from owners for whom construction management services have been performed.

C. Respondent selection may be made solely on the basis of the submitted proposals or an evaluation of the proposals may be used to select one or more respondents for a personal interview. If interviews are conducted, final selection will then be based upon both interview and proposal. Not every firm submitting a proposal may be selected for an interview.

The purpose of the interviews will be to clarify and assure the respondent's full understanding of, and responsiveness to, the RFP requirements. Respondent's key personnel and other personnel requested by the County shall be required to participate in the interviews. The time, location, manner (may be conducted remotely), and requirements for the interviews will be provided to those respondents who are selected. The interview will consist of an informal presentation by the respondent and questions and discussion between Racine County and respondent. The interviews are not intended as an opportunity for an elaborate formal presentation or promotion by respondents. Respondents are hereby notified that the complete interviews may be recorded at the option of Racine County and that submittal of a response by the respondent indicates acknowledgement of, and permission for, such recording.

## 9. Selection Process

- A. Following review of the formal proposals by Racine County, and possible interviews of respondents, Racine County will evaluate all proposals.
- B. Racine County reserves the right to reject any or all proposals received; cancel this RFP; issue a subsequent RFP; require confirmation of any information provided by respondents; establish a short list of respondents for interviews or clarifications; select a respondent without a short list; negotiate with any, all, or none of the respondents; and enter into a contract for all, part, or none of the requested work. Racine County reserves the right to waive any nonmaterial technical deficiencies in the proposal.

## 10. Point of Contact

The Points of Contact regarding this RFP process shall be:

Liam Doherty  
Facilities Management  
730 Wisconsin Avenue  
Racine, WI 53403  
Phone: 262-636-3450  
[Liam.Doherty@racinecounty.com](mailto:Liam.Doherty@racinecounty.com)

-and-

Debra Ladwig  
Purchasing Manager  
730 Wisconsin Avenue, 4<sup>th</sup> Floor  
Racine, WI 53403  
Phone: 262-636-3700  
[Debra.Ladwig@racinecounty.com](mailto:Debra.Ladwig@racinecounty.com)

## 11. 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 OWNER’S  
REPRESENTATIVE AND CONSTRUCTION MANAGEMENT ADVISOR  
SERVICES FOR CONSTRUCTION OF SECURE RESIDENTIAL CARE  
CENTER FOR CHILDREN AND YOUTH (SRCCCY)”**

- B. Three (3) hard copies of bidder’s Statement of Qualifications and Proposal shall be included, along with one (1) electronic copy.
- C. **The deadline for submission of the Statement of Qualification and Proposal is 2:00 p.m. CST, on June 5, 2020.**

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

Debra Ladwig  
Purchasing Manager  
730 Wisconsin Avenue, 4<sup>th</sup> 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.

## 12. Award of Agreement

The County reserves the right to negotiate the terms of an agreement that results from this RFP with one or more respondents. Upon completion of the review/evaluation, the County shall notify those respondents who will be considered for further evaluation and negotiation. All respondents so notified shall negotiate in good faith in accordance with direction from the County. Any delay caused by respondent's failure to respond to direction from the County may lead to rejection of the proposal. No proposal shall be binding upon the County until the agreement is authorized by the County Board of Supervisors, signed by duly authorized representatives and/or otherwise satisfies the fiduciary obligations of the selected respondent and the County.

## 13. General RFP Requirements

- A. All facts and opinions stated herein including but not limited to statistical data, economic data, and projections, are based on available information and no representations or warranties are made with respect to their accuracy or completeness.
- B. Under no circumstances shall any officer, official, commissioner, director, member, partner, owner or employee of the County have any personal liability arising out of this RFP, and no party shall seek or claim any such personal liability.
- C. Time is of the essence with regard to all specific dates and time periods set forth herein.
- D. **THIS RFP AND ALL DISPUTES AMONG THE PARTIES RELATING TO OR ARISING FROM IT OR TO THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT OF ANY CONTRACT ARISING FROM IT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF WISCONSIN.**
- E. Any judicial action relating to the construction, interpretation or enforcement of this RFP shall be brought and venued in the U.S. District Court for the Eastern District of Wisconsin or the Racine County Circuit Court in Racine, Wisconsin. **EACH RESPONDENT HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION,**

## **IMPROPER VENUE OR FORUM NON CONVENIENS.**

- F. Each Respondent and each person that directly or indirectly owns any equity interests in any Respondent party represents and warrants to the County that it is in compliance (collectively, "Compliant Person") with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Compliant Person (i) is a person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. person cannot deal or otherwise engage in business transactions, (ii) is a person who is otherwise the target of U.S. economic sanctions laws such that a U.S. person cannot deal or otherwise engage in business transactions with such person or (iii) is controlled by (including by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, any agreement would be prohibited under U.S. law.
- G. The County is bound by the Wisconsin Public Records Law, and as such, all of the terms of this RFP are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. Each Respondent acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the Respondent must defend and hold the County harmless from liability under that law.

## EXHIBIT “A” – SCOPE OF SERVICES

### OWNER REPRESENTATION / CONSTRUCTION MANAGEMENT / PROJECT MANAGEMENT

#### Pre Design Services

Control Budget / Schedule Development  
Site Evaluation / Selection / Acquisition Support  
Consultant Procurement  
Community Engagement – Supporting Role

#### Design Phase Services

Coordinate all project matters  
Provide and maintain organized filing system  
Schedule, attend, record project meetings  
Prepare and monitor comprehensive master schedule  
Prepare general contractor detailed estimates  
Prepare and monitor total program budget  
Coordinate with governmental agencies and utilities  
Assist in obtaining building permits and special permits  
Provide constructability input to design  
Provide VE opportunities to design  
Review consultant and contractor VE opportunities to design  
Coordinate the contracting of any owner direct vendors  
Provide input regarding material/vendor availability  
Coordinate furniture design/procurement  
Coordinate audio visual and security design/procurement  
Coordinate IT and phone design/procurement  
Provide preliminary site logistic plans  
Review AE & consultant pay requests  
Prepare cash flow projections for financing  
Prepare strategy for unit and alt. upgrades  
Prepare contingency strategies for risk management  
Establish construction phase communication protocol

- Submittal review
- Testing/inspection
- Change management
- Quality assurance & safety
- Document control

Review and assist with labor strategies  
Review and assist with inclusion strategies  
Review and assist with LEED certification process  
Review and assist with project advertisements for bid  
Conduct bidder marketing and project awareness initiatives  
Facilitate pre bid meetings  
Coordinate bidder requests for information  
Facilitate bid receipt and documentation  
Analyze bid results and second tier contracts  
Analyze bonding strategies to flush out hidden owner costs/risks  
Analyze/negotiate final contract values, inclusions and exclusions  
Coordinate Permit Receipt and Contractor Mobilization

#### Construction Phase Services

Maintain owner's project files  
Provide site observation and prepare site observation reports  
Have the ability to directly manage GC or contractors in lieu of a GC  
Receive and process RFI's  
Assist with the development of solutions for RFI's  
Coordinate document interpretation  
Coordinate technical design problems/omissions  
Coordinate shop drawing review & approval  
Issue design change directives  
Administer change request program  
Analyze CO scope/price from contractor  
Monitor contractor QA/QC program  
Monitor contractor schedule submittals  
Review regulatory compliance (building permit issues)  
Monitor contractor labor relations program  
Review/approve contractor payment applications:

- Review progress update
- Review direct payments
- Review certified payrolls/lien waivers
- Review submittal logs

Prepare monthly report  
Document field activities via progress photos  
Manage regular budget updates  
Manage regular schedule updates  
Issue notice of non-conformance  
Coordinate and administer weekly project meetings  
Monitor testing & inspection activities  
Coordinate & administer CM/A / owner meeting  
Monitor utility tie-ins and relocations  
Review contractor daily reports  
Coordinate technical submittal process  
Prepare substantial completion punch lists  
Prepare walk-through and final punch lists  
Monitor final punch list work  
Review final completion submittals:

- Record drawings from the field
- Reproducible of record drawings
- Equipment data & maintenance manuals
- Consent of surety
- Final lien waivers and releases
- Guarantees, warranties and affidavits

Move-In / Start-Up Phase Services  
Coordinate furniture, fixture & equipment items (FF&E)  
Schedule FF&E deliveries & coordinate installation  
Prepare move-in schedule & coordinate activities  
Coordinate testing & systems startup  
Manage master key system  
Coordinate contract close-out w/ contractor(s)  
Coordinate contract close-out w/ design professional(s)  
Coordinate building operator training

## Exhibit 'B'

### STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACT

These minimum terms and conditions shall be incorporated into and made a part of all Professional Services contracts entered 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. **CONTRACT TERM:** The agreement shall commence on the date signed and shall run until December 31, 2020 with the option for four (4) additional one-year renewals. This contract shall automatically be extended into the next optional period unless Racine County is notified to the contrary in writing by the vendor, or notifies the vendor in writing to the contrary, sixty (60) calendar days prior to expiration of the initial term and/or succeeding contract terms.
2. **CONTRACT TERMINATION:** This agreement may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by Racine County by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay for the obligations under this agreement for the next budget year.

For the protection of both parties, this contract may be canceled by either party giving sixty (60) days prior notice in writing to the other party.

3. **PERFORMANCE:** COMPANY NAME shall perform all services under this contract in a manner reflecting the standards within the industry.
4. **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.
5. **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.
6. **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 which may be withheld in its sole discretion.

7. **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.
8. **STATUTORY COMPLIANCE:** COMPANY NAME shall comply with all federal, state, local laws and regulations and requirements.
9. **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, 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.
10. **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.
11. **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.
12. **TERMINATION:** Either party may at any time, upon sixty (60) 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.
13. **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.
14. **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.

16. **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.

16 **INSURANCE REQUIREMENTS:** Each vendor shall obtain insurance at the following minimum limits:

- General Liability
  - \$1,000,000 each occurrence
  - \$1,000,000 personal and advertising injury
  - \$1,000,000 general aggregate
  - \$1,000,000 products and completed operations
- Auto Liability Insurance
  - \$1,000,000 Combined Single Limit
- Umbrella Liability Insurance on a following form basis
  - \$4,000,000 each occurrence
  - \$4,000,000 aggregate
    - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable
- Workers Compensation Statutory Limits plus:
  - \$100,000 E.L. Each Accident
  - \$100,000 E.L. Disease Each Employee
  - \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- County is listed as an additional insured on the general liability, automobile and umbrella policies. A waiver of subrogation in favor of the County applies to the general liability, automobile, umbrella and workers compensation policies. All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VIII
- There shall be no exclusion for abuse or molestation on the general liability and umbrella policies

Vendors shall supply the county with a certificate of insurance showing proof of insurance coverage that meets all requirements.

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.

**END OF DOCUMENT**

INITIALS: \_\_\_\_\_

\_\_\_\_\_

# CERTIFICATION OF VENDOR

*Owner's Representative and Construction Management  
Advisor Services for Construction of Racine County Secure  
Residential Care Center for Children and Youth*

After carefully examining the specifications and having become acquainted with all conditions specified by Racine County, I certify on behalf of my company that we can meet the requirements as stated in our Proposal.

Company:

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Signature:

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Authorized Representative

Print/Type  
Name:

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Title:

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Address:

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City, State, Zip: \_\_\_\_\_

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Date:

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Telephone:

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Fax:

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E-Mail:

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