



REQUEST FOR PROPOSAL

CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF RACINE COUNTY PUBLIC SAFETY BUILDING

Project Number: 24-RASO-02

Introduction

Racine County (“County”) is requesting proposals from qualified providers for non-self-performing Construction Manager at Risk (“CMAR”) services to assist and support the design, bidding, and construction of a new Racine County Public Safety Building the location is to be determined and will be approximately 10-20 acres.

The scope of work will generally consist of:

- Preconstruction services including schedule, budget, and constructability advice during the project design phase.
- Providing cost estimating for all project phases.
- Construction scheduling and phasing. “Fast-track” components of construction prior to full completion of construction documents in order to maintain budget and/or schedule.
- Managing bidding and construction phases.
- Enter into contracts with contractors to construct the building.
- Developing, negotiating, and maintaining guaranteed maximum price (“GMP”).
- Being an integral part of the Owner/Architect/CMAR team.
- Closing out the project.

Sealed proposals are due on or before 10:00 a.m. on Thursday, October 10, 2024, via www.demandstar.com. Late proposals will not be accepted.

All questions regarding this Request for Proposal must be in writing and submitted prior to 4:00 p.m. on September 26, 2024, to: duane.mckinney@racinecounty.com

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Purchasing.

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.

Encl: Proposal Package

- Exhibit A – Scope of Services
- Exhibit B – Standard Terms and Conditions
- Exhibit C - Budget

Location of Project

The building location is to be determined and will be approximately 10-20 acres.

Background

Racine County and its design consultant developed a preliminary facility design and feasibility study for the new Public Safety Building. The County currently provides public safety services at 14200 Washington Avenue Sturtevant and 717 Wisconsin Avenue in the City of Racine. The new Public Safety Building is being designed to replace the existing facilities and to meet the County's present and future public safety needs at a single location.

Racine County has retained the services of Ramlow Stein + TreanorHL ("Architect") for architectural and engineering services for the project.

The non-self-performing Construction Manager at Risk ("CMAR") will be engaged throughout the remainder of the planning process to provide input on constructability and cost. Upon completion of the final design, the CMAR will oversee the bidding phase and provide construction management services through the building phase and completion of the project. The actual construction work on the project shall be awarded through competitive bidding as required by Wisconsin Law. The CMAR, in general, shall have primary management responsibility for the project and shall coordinate all project matters. As such, the CMAR shall serve as the County's principal point of contact and liaison between the Architect, contractors, and other consultants and vendors throughout the project.

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

Neither the Architect, CMAR (including sub-consultants), nor the general contractor (or subcontractors performing actual public construction work) may be from the same company (including parent company). In other words, the selected CMAR may not self-perform public construction work on the project.

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 PUBLIC SAFETY BUILDING DESCRIPTION

A. GENERAL PROJECT DESCRIPTION AND CHARACTERISTICS

1. The new Public Safety Building is anticipated to be approximately 135,000+ SF comprising one or two floors of facilities.

The Racine County Public Safety Building shall include:

- Administrative space
- Locker rooms
- 911 Communications Center
- Training area
- Lobby
- Evidence processing room
- Evidence storage room
- Investigations area
- Sally Port
- Booking area and holding cells
- Patrol operations area
- Special Teams area
- Surface lot for the public
- Surface lot for employees
- Enclosed garage space for fleet
- Enclosed garage space for special purpose vehicles
- Enclosed garage space for evidentiary vehicles
- Enclosed garage space for mechanics work area
- Records area
- Storage for equipment
- Armory and weapons maintenance
- Emergency Management/Emergency Operations Center
- Department Operations Center
- Conference rooms
- Roll call room
- Employee Breakroom/kitchenette
- Employee workout/exercise area

2. Schedule

- a. It is anticipated that construction of the Public Safety Building will commence May 2025. The building shall be operational and ready to receive consumers by August 2026.

2. Budget

- a. The total project budget for hard and soft construction costs is anticipated to be \$40,000,000.
- b. The Racine County Board of Supervisors has authorized funding for the project.

2. SCOPE OF CONSULTANT SERVICES

A. GENERAL REQUIREMENTS

The CMAR shall cooperate with the County and Architect in a relationship of trust and confidence and exercise the CMAR's skill and judgment in furthering the interests of the County. The CMAR shall have the following knowledge, experience, and resources to fulfill their obligations during this project.

1. Knowledge of laws, statutes, code, inspection process and any other regulatory elements applicable to this project and to public entities in general.
2. Experience in supervising and managing projects of similar size and scope.
3. Employees who will be solely dedicated and devote sufficient time to the project. These employees shall have sufficient technology to manage and administer the project.

The CMAR selected for this project shall manage and administer their required services. The CMAR shall consult with the designated County representatives, research applicable project criteria, attend project meetings and communicate with members of the project team and issue progress reports and attend to CMAR services. The CMAR shall coordinate the work of their team including any sub-consultants and contractors. The CMAR shall coordinate their work with those services provided by Racine County and any other Racine County consultants.

Prior to initiation of work, the selected CMAR shall confirm with the County the scope and intent, timetable, and applicable documents.

The CMAR shall prepare and regularly update a project schedule that will include milestones for decisions to be made by the County, work by the Architect, procurement of equipment, construction activities, level of completion of the project and County move-in and training activities.

The CMAR shall include under their contract, any sub-consultants that may be required based on the project scale, type of facility, and specialized functions. These consultants, along with their expertise and level of participation shall be indicated in the CMAR's response to this RFP. Management of the services of any sub-consultant shall be the responsibility of the CMAR.

Racine County is committed to demonstrating good faith efforts to place Racine County residents as priority toward building significant capacity in both workforce and businesses. To that end, Racine County utilizes good faith efforts to conduct outreach and foster engagement with trade contractors, suppliers, vendors and professional services firms to endeavor to achieve an Economic Inclusion Plan. With that in mind, it is expected that the CMAR will assist in the development of, help promote, execute against, and document against goals and objectives around targeted business participation, local labor, and training hiring practices.

The Economic Inclusion Plan / Workforce Inclusion and Diversity Goals are aspirational and not formal requirements. The County will expect the CMAR to assist in the development of, promotion, execution, and documentation of these goals. However, they are not formal requirements for professional service/construction contracts.

Business Inclusion Goals are expected to include:

	Professional Services	Construction
Racine County-based businesses	5%	25%
Racine County-based businesses	5% Combined	5% Combined
Minority-Owned (MBE) Business Enterprises		
Woman-Owned (WBE) Enterprises		
Small Business (SBE) Enterprises		
Veteran-Owned Business Enterprises		

Contractors will be required to substantiate economic business inclusion through monthly reporting.

Workforce Inclusion and Diversity Goals are expected to include:

	Professional Services	Construction
Racine County Residents		30%
Racine County Residents from Approved Training Programs	10% Combined	15%
Minorities or People of Color	25% Combined	25% Combined
Women		
Veterans		

Contractors will be required to substantiate workforce inclusion through certified payrolls. Certified payroll must include information regarding a worker's address, city, state, zip code, county, gender, race/ethnicity and veteran status.

B. BASIC SERVICES

1. Preconstruction Phase

- a. Provide an immediate preliminary review and comment of the project's program schedule and budget.

- b. Consultation
 - i. Schedule and administer regular meetings. Review items including, but not limited to, constructability, material/labor availability, time for material procurement, alternative designs, preliminary budget and possible cost reductions, potential for fast-tracking or phasing.
 - ii. Use the project team approach involving Owner, Architect, Sub-Consultants and Sub-Contractors (as necessary) to deliver the project efficiently and within budget.
- c. Refine and update project budget and schedule.
- d. Phased Construction and Schedule
 - i. Provide written recommendations with regard to accelerated or fast-track scheduling, procurement, anticipated bid packages or phased construction.
 - ii. Provide schedule with design and construction milestones.
- e. Preliminary Cost Estimates
 - i. Based on preliminary design, prepare preliminary estimate of the cost of work.
 - ii. Continuously update the estimate of the cost of work.
 - iii. Propose a Guaranteed Maximum Price (“GMP”) at the point where the estimates have become sufficiently refined and detailed. Submit to Owner. Assist in the development of the GMP Amendment.
 - iv. Inform Owner and Architect when estimates of the cost of work exceed the project budget and make recommendations for corrective actions.
- f. Subcontractors and Suppliers
 - i. Advertise and develop bidder interest in the project.
 - ii. Deliver bids to Owner in sealed envelopes. CMAR to tabulate bids in the presence of the Owner.
 - iii. Upon establishment of the GMP, the CMAR will enter into contract(s) with the approved contractors and thereafter accept responsibility for them.
- g. Notices and Compliance
 - i. Comply with applicable laws, ordinances, and statutes. Timely inform Owner of violations in writing.
- 2. Guaranteed Maximum Price and Contract Time
 - a. At a time mutually agreed upon, CMAR in consultation with the Architect shall prepare a GMP proposal for the Owner’s review and potential legislative authorization and acceptance.
 - b. Provide a written statement of the basis of the GMP.
- 3. Construction Phase
 - a. The CMAR shall be responsible for the performance and administration of all general work conditions on the project.
 - b. The CMAR shall manage and administer contractor work.
 - c. The CMAR shall schedule and conduct weekly meetings to report and review at a minimum, procedures, progress, coordination, scheduling, work status, issues, RFI’s, submittals, payments, and budget.

- d. The CMAR shall maintain a daily log that at a minimum contains weather reports, work in progress, workers on site, equipment on site, problems, accidents, injuries, and deliveries.
- e. The CMAR shall develop a system of cost control for the work which reviews actual costs, estimated cost and variances including a project of the impact on the GMP.
- f. The CMAR shall review all Change Order Requests with County and Architect. Review and negotiate in the County’s best interest and make recommendations. Change orders that exceed 15% of the contract price shall be rebid.
- g. The CMAR shall secure the site.
- h. The CMAR shall create a safety program.
- i. The CMAR shall maintain a competent supervisory staff on site.
- j. The CMAR along with the Architect shall determine that the work of each contractor is in accordance with the Contract Documents.
- k. The CMAR shall coordinate and review submittals and when approvable, transmit the submittals to the Architect for review.
- l. The CMAR shall maintain “as-built” documentation.
- m. Manage the collection and review of Operation & Maintenance Manuals.
- n. Review and process all Contractor payment applications.
- o. The CMAR shall manage punchlists, final inspections, and coordinate commissioning to ensure proper operation of all systems being commissioned. CMAR shall expedite completion or corrections to bring the project to completion.
- p. Closeout the project.

It shall be the CMAR’s responsibility to be familiar with, and take into consideration when responding to this RFP, all of the County of Racine and State of Wisconsin requirements including, but not limited to: public bidding and construction contract requirements, permitting, warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, substantial completion/permission to occupy, and final closeout.

C. QUALITY CONTROL

Racine County reserves the right to request partial or full reimbursement from consultants for change orders resulting from errors and omissions in the services they are contracted to provide.

D. ANTICIPATED PROJECT TIMETABLE

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

RFP IssuedSeptember 12, 2024
 Pre-Proposal Meeting.....September 23, 2024 (10:00am CDT)
 Question DeadlineSeptember 26, 2024

Question Responses via Addendum.....	October 1, 2024
PROPOSALS DUE.....	October 10, 2024 (10:00am CDT)
Proposal Review.....	October 21, 2024
Interviews (if necessary)	October 28, 2024
Selection Committee selects CMAR.....	November 5, 2024
Execute CMAR contract	November 2024-January 2025

There will be a non-mandatory pre-proposal meeting at 10:00am CDT on September 23, 2024, at Ives Grove Auditorium, 14200 Washington Avenue, Sturtevant, WI 53177. Racine County staff and Architect will be on hand to answer questions about this RFP. Attendance at the pre-proposal meeting is strongly suggested for representatives of each interested firm if they wish to respond to the RFP.

The County will accept and respond to written questions sent by email and to verbal questions raised at the pre-proposal conference. Written questions submitted prior to 4:00 p.m. on September 26, 2024, will be answered in an Addendum. Questions must be in writing and directed to: Duane McKinney, Purchasing Manager duane.mckinney@racinecounty.com.

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 Racine County Board of Supervisors has authorized \$40,000,000 in funding for the project.

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 August 2026. 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.

3. GENERAL PROPOSAL REQUIREMENTS

- A. Racine County will generally follow the AIA A133 Standard Agreement and A201 General Conditions to the contract but certain modifications to the contract will be required. An Exhibit A GMP Amendment will be executed after the bidding phase is complete. CMAR shall also 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. CMAR shall obtain and maintain in full force all permits, licenses, bonds, approvals, etc., necessary to perform and complete the work.

Each Bid must be accompanied by a Bid Bond in the amount of 5% of the total bid, to be retained by and become property of Racine County if the bidder should fail to execute the contract and contract bond within ten days after being notified of acceptance the of

bid. The surety executing the bid bond must be licensed to do business in the State of Wisconsin.

A certified and current copy of the power of attorney will be affixed to each bid bond by the person executing it on behalf of the surety. The company executing the Bid Bond must be licensed to do business in the State of Wisconsin.

The apparent successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten days after receipt of notice of bid acceptance, will forfeit to the Owner, as actual damages for such failure or refusal, the security deposited with his bid, it being expressly understood and agreed that such damages would arise out of delay from the necessity to re-bid the Work including the difference between subsequent bids and the apparent successful bidder's bid, or would result from the difference between the next responsible bidder and the apparent successful bidders' bid. Should actual damages total less than the forfeited bid deposit, the difference will be refunded to the apparent successful bidder within 30 days of the date when a contract is executed with the actual successful bidder.

- D. CMAR 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 contract is finalized.
- L. 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.

M. 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:

1. General Information

Company profile including principal areas of expertise and experience providing non-self-performing CMAR services to publicly funded entities in the State of Wisconsin.

Proposals must include the following information:

- i. Date, state and type of business organization (close, general, or S corporation; LLC or PLLC; sole proprietorship).
- ii. Federal and state tax ID numbers.
- iii. Names of Owners, Principals, and/or Officers.

- iv. 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.
- v. The project manager's name, title, email address, mailing address, fax and telephone number.

2. 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.

3. 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 CMAR. 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.
- b. Though not required by Racine County, please identify if any proposed team member is a licensed Professional Engineer/Architect and/or USGBC LEED Accredited.
 - c. Identify any external sub-consultants and describe their roles and responsibilities with the project team.
 - d. Describe the firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

4. Similar Project Experience & References

Please provide a chronological list of all projects completed by your firm in the role of non-self-performing CMAR for a public 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.

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

N. The Proposal shall contain the following information:

1. CMAR's project schedule outline for contract execution; the schedule proposed will be one of the criteria used in the CMAR 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.

2. Fee Proposal Submission Requirements

Under separate cover, provide the following. Include services of all needed sub-consultants.:

Provide the following cost breakdown:

a. PRECONSTRUCTION

i. All Preconstruction Cost(s) and Fee \$ _____

b. CONSTRUCTION

i. Staffing Costs (\$) _____

ii. Reimbursable Costs (\$) _____

iii. Fee (%) _____

iv. Fee Cost (\$) _____

v. Proposed CMAR Mark-Up for Change Orders (%) _____

3. CMAR'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.
4. CMAR's current rate sheet for labor and services.
5. Description of CMAR's and/or sub-consultant's travel and office costs for the project and whether these costs are included in base bid value.
6. Description of the insurance coverage provided by bidder, including professional liability coverage.
7. Bidder's standard contract terms.
8. Any other relevant information that may be helpful in County making its decision.

O. Proposal Evaluation

1. 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.
2. Racine County will evaluate each proposal taking into account the following evaluation criteria:
 - Cost
 - Experience and qualifications, particularly in the construction of similar public projects as non-self-performing CMAR
 - Firm's experience in similar, fast-paced projects; project understanding and approach to project
 - Ability to work as an integrated team
 - 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.
3. 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.

P. Selection Process

1. Following review of the formal proposals by Racine County, and possible interviews of respondents, Racine County will evaluate all proposals.
2. 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.

Q. 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

-and-

Duane McKinney
Purchasing Manager
730 Wisconsin Avenue, 4th Floor
Racine, WI 53403
Phone: 262-636-3700
Duane.McKinney@racinecounty.com

R. Submittal Timeframe and Information

1. **RESPONDENT'S QUESTIONS:** Respondents are reminded and encouraged to carefully examine the RFP documents upon receipt. If the Respondent does not fully understand the RFP or is doubtful as to the County's ideas or intentions concerning any portion of the RFP, the respondent shall submit any/all questions by 4:00 p.m. CDT on September 26, 2024 via email to:
Duane.McKinney@racinecounty.com

S. Answers to all questions will be sent to known Respondents in the form of an Addendum posted at www.demandstar.com by 4:00 pm CDT on October 1, 2024.

T. **ADDENDA:** Any changes made to the RFP after posting will be issued via addenda to all known Respondents and if necessary, an extension will be made to the proposed opening date. The original RFP and any addenda will be posted to the Racine County Website (www.racinecounty.com) under Bids/Proposals. Respondents are responsible for

checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted proposal as specified in the addenda. Respondents who do not return the addenda may have their proposals rejected.

- U. METHOD OF PROPOSAL: Respondents must include all required information in the RFP. Failure to meet any requirements listed in this document may be the cause for disqualification of the proposal. To facilitate the evaluation process, the respondent is encouraged to organize the proposal into distinctive sections as described under Section 7 Technical Proposal Submission Requirements.
- V. SUBMISSION OPENING: Respondents are advised that there will be a **VIRTUAL** public opening for this RFP. Proposals received by the date and time of closing will be opened administratively by specific members of the County and at a time subsequent to the closing. On the specified closing date, only the names of the Respondents submitting a response shall be made available.
- W. WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn on written or electronic request received from vendor prior to time and date fixed for proposal opening. Negligence on the part of the vendor in preparing their proposal response confers no right for withdrawal of the proposal after it has been opened. Withdrawn proposals will be returned unopened prior to the time and date set for proposal openings.
- X. AMENDMENTS TO PROPOSALS: Each vendor will be allowed a period of forty-eight (48) hours after the time and date set for receipt of proposals to notify the County in writing of a material mistake in the proposal. Failure of vendor to notify the County in the manner and within the time limit specified above will constitute a waiver by the vendor of all rights and remedies relative to a material mistake.

Formal proposal amendments thereto or requests for withdrawal of proposal received by Racine County after time specified for opening will not be considered.

- Y. PROPOSALS BINDING 90 DAYS: Unless otherwise specified, all submitted responses shall be binding for ninety (90) calendar days following the specified due date.
- Z. 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.

4. **GENERAL RFP STANDARDS AND 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. 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.
- F. 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. All vendor-supplied materials, including the vendor's proposal, become the property of Racine County. Racine County will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. 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

Pre Design Services

Control Budget / Schedule Development
Community Engagement – Supporting Role

Design Phase Services

Provide and maintain organized filing system
Schedule, attend, record project meetings
Prepare and monitor comprehensive master schedule
Prepare detailed estimates
Prepare and monitor construction 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
Coordinate with any owner direct vendors
Provide input regarding material/vendor availability
Provide preliminary site logistic plans
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 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
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 subcontractors
Execute contractor QA/QC program
Execute contractor schedule submittals
Review regulatory compliance (building permit issues)
Monitor contractor labor relations program
Review/approve subcontractor 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 to subcontractors
Coordinate and administer weekly project meetings
Manage-testing & inspection activities
Coordinate & administer CM/A / owner meetings
Coordinate utility tie-ins and relocations
Review subcontractor daily reports
Manage technical submittal process
Manage substantial completion punch lists
Manage walk-through and final punch lists
Manage 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. **INTENTIONALLY OMITTED**

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 and as set forth in the contract materials.
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.
17. **PERFORMANCE AND PAYMENT BONDS:** The COMPANY NAME, upon signing the contract, is required to furnish a Performance and Payment Bond, in the form required by the Owner and executed by the COMPANY NAME as principal and by a surety company satisfactory to the Owner, in an amount equal to 100% of the contract price.

In the event the COMPANY NAME fails to furnish such Bonds as above required within ten (10) days from the date of written notice by the Owner, the Owner may, at its sole option, declare this entire Contract null and void, notwithstanding any partial performance hereof by the COMPANY NAME, except that in such event, the Owner will compensate the COMPANY NAME for the reasonable value of any Work performed by the COMPANY NAME prior to such declaration.

Should the surety become irresponsible during the time the Contract is in force, the Owner may require additional and sufficient sureties and the COMPANY NAME will furnish same to the satisfaction of the

Owner within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as hereinafter provided.

18. 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 not be limited to 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

24-RASO-02

***Construction Management Services for Construction of
Racine County Public Safety Building***

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the RFP and all related attachments and information provided by Racine County before submitting this proposal.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Respondent.

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

COUNTY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

DATE: _____

REFERENCES
Construction Management Services for Racine County
Public Safety Building
Proposal #24-RASO-02

List three (3) references for similar staffing services to that requested in this RFP.

1. Company: _____
Address: _____
Contact Person: _____ Phone: _____
E-mail address: _____
Description of project: _____

2. Company: _____
Address: _____
Contact Person: _____ Phone: _____
E-mail address: _____
Description of project: _____

3. Company: _____
Address: _____
Contact Person: _____ Phone: _____
E-mail address: _____
Description of project: _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by an Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

Signature: _____

Name: _____

Title: _____

Date: _____

UEI: _____

INTERNAL USE ONLY

The County of Racine has searched the above-named Vendor against the System for Award Management system (SAM) and has confirmed as of _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature: _____ Date: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Name: _____

Title: _____

Date: _____