

CITY OF APPLETON

May 19, 2016

REQUEST FOR PROPOSALS FOR

CONSTRUCTION MANAGEMENT AT-RISK

For

Construction of Fox
Cities Exhibition
Center

Appleton, WI

Proposal due June 7, 2016 by 1:00 P.M., CST

Parks, Recreation and Facilities Management

Attention: Dean R. Gazza

1819 East Witzke Boulevard

Appleton, WI 54911

920-832-5572

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LEGAL NOTICE

CITY OF APPLETON REQUEST FOR PROPOSALS

**CONSTRUCTION MANAGEMENT SERVICES FOR THE CONSTRUCTION OF THE FOX
CITIES EXHIBITION CENTER, APPLETON, WISCONSIN.**

In accordance with the terms and conditions of this Request for Proposal (the RFP), the City of Appleton, requests submission of qualifications and fee proposals for firms to provide pre-construction, cost estimating, bidding, construction phase and closeout services for the above project.

The RFP can be downloaded from the City's website www.appleton.org.

Respondents are to submit Qualifications as follows: one double sided original and six double-sided copies and one complete electronic copy (on a thumb drive, in a SINGLE ".pdf" file) marked "Fox Cities Exhibition Center, CM Services." Respondents are to submit Fee Proposals as follows: one original, in a separate, sealed envelope, clearly labeled: "FEE PROPOSAL: Fox Cities Exhibition Center CM Services," to:

City of Appleton
Attention: Dean R. Gazza
Parks, Recreation and Facilities Management Department
1819 E. Witzke Boulevard
Appleton, WI 54911

All materials are due no later than 1:00 p.m. on June 7, 2016. Materials received after that date and time may be rejected unopened. No materials will be returned.

Please direct all questions concerning this RFP via email to: Dean Gazza (dean.gazza@appleton.org). No questions concerning this RFP will be accepted after 1:00 PM on June 3, 2016.

The City of Appleton reserves the right to terminate the selection process at any time and reject any or all offers. The City shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

1. Project Description

The City of Appleton is soliciting proposals from firms interested in providing construction management at-risk services for the design phase, bidding phase, and construction phase of a project known as the “Fox Cities Exhibition Center,” located in Appleton, Wisconsin. This Request for Proposal (RFP) seeks to identify potential providers of the above-mentioned services. All respondents to this RFP are subject to instructions communicated in this document, and are cautioned to completely review the entire RFP and follow instructions carefully. The City of Appleton reserves the right to reject any or all statements of qualifications or proposals, and to waive technicalities and informalities at their discretion.

The Fox Cities Exhibition Center project consists of new construction for a 65,000 sq. ft. exhibition center to be constructed at 355 West Lawrence Street in downtown Appleton, WI. The estimated total cost for this project is \$25,000,000.

The City of Appleton’s goal is to reach substantial completion of this project at a date no later than September 30, 2017.

The professional CM firm to be engaged in this project shall become part of the project team at the beginning and will be expected to provide CM services as necessary for the completion of the design documents, cost estimates, bidding, construction management and close out of the Project. At the time the City selects a CM firm they will also select a separate Architectural Firm for design of the facility and FFE services.

Minimal requirements include previous experience providing similar construction management services of the similar scope and magnitude. The CM will have direct experience in providing construction estimates, job scheduling, construction management and those tasks listed in this RFP.

2. Project Milestones

- Select and Contract with an Architectural and Engineering Design Team – June 2016
- Select and Contract with a Construction Manager – June 2016
- Construction Start: September 2016
- Substantial Completion – September 30, 2017

3. Scope of CM Services

This is a CM-At-Risk Contract. The contract format will be an Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP) Agreement. The Project will be Open-Book. During Pre-Construction, the CM/GC will be responsible for pricing, value engineering, and maintainability and constructability issues. Construction will commence with the release of distinct work packages based on the design documents. The CM/GC shall select all construction subcontracts by competitive bidding per Wisconsin State Statutes. The contract

may have incentives for meeting the date of substantial completion. All savings, including unused contingency, will be returned to the Owner.

It is expected that the hiring of a Construction Manager will reduce the project cost in the long-term. It is expected that the Construction Manager will take an advisory role during the design phase then changing the role to that of leading the project from the bidding phase through the construction phase including the twelve (12) month warranty review.

Self-Performance – the primary responsibility of the selected vendor is to provide construction management services and serve as the City of Appleton’s representative during all phases of planning and construction. The selected vendor may submit sealed bids on construction services. The firm providing the construction management services is subject to the same rules and procedures as all other competing contractors through all State of Wisconsin State Statutes and Open Bidding Laws.

The responsibilities include, but are not limited to the following:

The Construction Manager will guide, assist, and represent the City during the remainder of the project planning, construction and occupancy. The duties of the Construction Manager will vary as the needs of the City require, but services to be provided by the Construction Manager will include the following:

- Offer project design and/or coordination ideas that may result in cost savings, efficiencies, and a higher quality facility.
- Facilitate the bidding of each component construction contract.
- Review the lowest responsible bidder(s) and provide recommendation of award.
- Act as the City’s representative on the project, including providing an on-site presence.
- Oversee the project safety and insurance programs.
- Manage site security.
- Monitor the compliance of contractors with applicable codes and regulations, including ensuring that all materials are of high quality and standards.
- Coordinate and ensure all local and state permits are in place including any regulatory requirements by the DNR.
- Coordinate infrastructure and utility improvements necessary to the site with the Department of Public Works and local utility companies.
- Prepare any routine progress and budget reports deemed necessary by the City, including but not limited to progress updates, budget status and forecasting, activities planned, and deviations from the City-approved work schedule.
- Ensure the success of the building project.

A. Pre-Construction Phase

1. Review current Building Program completed (dated March 16, 2012). A current copy can be downloaded at www.appleton.org. Advise architect in updating the current

Building Program as necessary.

2. Provide the City of Appleton vigorously reviewed and detailed: estimates, reports, and analysis of the cost at the completion of Design Development and Construction Document drawings. If cost adjustments are necessary to align the project scope to the project budget, then the CM shall lead and collaboratively work with the City representatives, the architect, and its sub-consultants to develop a list of value engineering options for consideration by the City.
3. Develop and manage a complete budget for the project, including all Owner soft costs; update and maintain for the duration of the project.
4. Develop, in concert with the A/E team, a vigorously reviewed and appropriately detailed construction schedule that includes milestones for design, state and local approvals and permitting, construction and closeout; monitor and advise the City of deviations from Project Schedule. Upon acceptance by the City, Schedule shall be Base-lined and tracked/reported accordingly.
5. Conduct the following regularly scheduled meetings: Owner Meetings, Contractor, Subcontractor, Coordination and Quality Meetings. The CM shall conduct other meetings as needed. In addition, the CM shall attend all City meetings. The CM shall be responsible for necessary presentations to boards, committees and commissions, as required.
6. Coordinate construction of a crosswalk with the owner's and architect for the Radisson Paper Valley Hotel which will connect to the Exhibition Center.
7. Facilitate an "Potential Issues" meeting at the beginning of project with key stakeholders (City officials, County, neighbors to construction site, Hotel ownership, Police, Fire, DPW, Mayor, etc.) to identify all potential issues and concerns to they can be proactively addressed and managed during the project.
8. Implement and maintain a management information system that will monitor and control project financial information, costs and schedule throughout the project. Maintain Project files in a manner to meet all State Audit Requirements.
9. Manage, coordinate and oversee all Owner contractors' and consultants' activities related to the Fox Cities Exhibition Center Project.
10. Advice on material selection, construction means and methods and constructability issues at all phases of design, with consideration of maintenance and life-cycle of the products.
11. Participate in presentations to city officials, boards, committees and public hearings.
12. Facilitate pre-bid meetings.
13. Advertise, distribute, monitor, review, analyze and recommend awards for all Bids in compliance with all state bidding laws.
14. Ensure that all contractors are in compliance with all applicable State regulations and codes.
15. Manage other consultants' contracts and payments, as needed (not the architect's).
16. Evaluate final design for budget compliance, design for construction efficiency and schedule to meet project completion goals.
17. Assist City in development of construction contracts.
18. Develop a construction staging plan as site is limited and adjacent County construction project will be occurring during same timeframe.

B. Construction Phase

1. Continue to manage and maintain the Project Schedule and Budget; expand construction sections to incorporate sub-contractor input and buy-in.
2. Continue to manage, coordinate and oversee all Owner contractors and consultants' activities.
3. Maintain full-time supervision on site for the duration of the project inclusive of punch lists. The CM shall be responsible for the administration, management, schedule and any related services needed to coordinate and manage the project on the owner's behalf.
4. Continue to maintain all project files to State Audit Requirements, including but not limited to: Certified Payroll, Project Schedule, Correspondences, Submittals, Logs (RFI, Submittal, Procurement, Change Management, QA/QC, etc.), RFI's, As-Builts, Meeting Minutes and Change Orders.
5. Conduct the following weekly meetings at a minimum: Owner Meetings, (with the Owner's Representative and Architect), General Contractor Meetings (which shall include a review of quality and safety concerns with the General Contractors), and Coordination Meetings. The CM shall conduct other meetings (General Contractor pre-construction, commissioning, etc.) as needed, but before related work begins. In addition, the CM shall attend all City meetings as required.
6. Implement a QA/QC program and ensure conformity to the highest intent of the construction documents.
7. Submit a monthly Executive Summary Report to the City. This report shall include at a minimum, an Executive Summary, representative photos, a written narrative, updates to the Budget and Schedule, and Concerns.
8. Assist the City with regular communication updates on the Project to the community.
9. Develop and maintain a method for tracking and expediting review and approvals of shop drawings, requests for information (RFI's) and change order requests. Provide log updates as requested (not more than bi-weekly).
10. Evaluate and present all change order proposals to the architect and the City for review. CM shall process all approved change orders to the general contractors and the City for reimbursement.
11. Process and review submittals prior to Architectural review.
12. Monitor and review RFI's and comment to City on necessity.
13. Receive and process payment requisitions for the owner's and architect's review.
14. Evaluate any and all claims and prepare a written response.
15. Prepare (with A/E Team assistance) submissions to Utilities for rebates.
16. Manage the completion of the punch lists to the satisfaction of the Architect and Owner.
17. Monitor all general contractors and consultants to ensure effective and timely adherence to the schedule. Work directly with general contractor towards recovery of any schedule slippage ASAP.
18. Provide cost control through progress payment and verification according to the approved schedule and contract amounts and terms.
19. Ensure that each contractor submits a site specific safety plan and upholds the requirements of that plan.

20. Manage and coordinate communications and activities related to all utility connections and work.
21. Assist with post-construction start-up and transition to operations, including training and orientation of facility personnel, as needed.
22. Coordinate move-in and occupancy.
23. Assist City in resolution of any outstanding claims arising out of the project.

C. Post Construction Phase

1. Finalize outstanding tasks related to Project Schedule and Budget.
2. Finalize outstanding tasks related to Owner's, contractors' and consultants' activities.
3. Continue to conduct meetings until no longer necessary; attend all City meetings as requested.
4. Coordinate and monitor the resolution of the punch list until completion
5. Coordinate and monitor that the general contractors resolve all warranty issues to the satisfaction of the owner during the one year general warranty period and beyond where applicable.
6. Develop and maintain an effective program so all operating manuals, maintenance manuals, and any preventive maintenance data are delivered to the owner by the general contractors.
7. Provide on-site staff, to oversee the general contractors to ensure that commissioning issues are addressed, until the owner takes full acceptance of the system and its associated equipment.
8. Provide oversight that the General Contractors complete formal owner training of all systems.
9. Coordinate delivery of all As-Builts in .dwg (AutoCAD 2012 or later), BIM, and .pdf formats from the general contractors to the owner.
10. Coordinate the Commissioning Process.
11. Administrate the close-out of all trade contracts through final payment.
12. Prepare and submit final paperwork to the State, if required.
13. Provide to the City, complete project files to satisfy State Audit requirements; provide personnel to assist the City during said audit.
14. Submit final Program/Construction Management project status report summarizing individual project history and conformance to schedule and budgets.

4. Selection Process

The solicitation, review and selection process to be used for procurement of a professional construction services firm for the proposed project will be conducted as follows:

- A. A public notification (Request for Proposals) shall be made requesting qualifications from firms interested in providing construction management services.
- B. A short list of construction management firms (approximately three) shall be established by a review Committee, based on the Construction Management firm's

proposed personnel, qualifications and capabilities, as indicated in the response to the Request for Proposals.

- C. The selected firms will be required to make a formal 45-minute presentation at an interview followed by a 15-minute Q & A.
- D. A final selection will be made on the basis of the firm's submitted qualifications and their response(s) to the Requirements below, as well as the firm's performance during the presentation and Q&A interview, staff experience, references, and fee proposal.

5. Proposal Submission Requirements

1. **Executive Summary/ Letter of Interest:** The CM must submit a cover letter describing your interest in this project, your understanding of, and agreement with, the Scope of Work, and why your firm is the most qualified for this project. Summarize your capacity and capability to perform the work requested and your commitment to the project budget and the timeframe required. Also note if any of the interview time slots pose an insurmountable hardship for your presenting team.
2. **Company Profile:**
 1. Indicate your firm's goals and objectives in relation to this project and in relationship to the long-term objectives of the business.
 2. Indicate if sub-consultant(s) are proposed for this project.
 3. Length of time in business (date incorporated) and ownership history of prime and its sub-consultant(s) or joint venture partner(s). (If prime Proposer is a wholly owned subsidiary of another corporation, please provide details).
 4. Office Location(s).
 - (a) Location of principal office that will be responsible for implementation of this contract.
 - (b) Location of other offices from which resources may be drawn.
 5. Size, resources and capabilities of firm:
 - (a) Organizational structure of firm for this program (partners, associates, consultants, subcontractors and other participants).
 - (b) Services and professional disciplines provided in-house by firm
 6. Financial Strength
 - (a) The City of Appleton reserves the right to require vendors selected for the short list to provide proof of financial capacity to provide the required professional services.
 7. Litigation Status.
 - (a) Provide a description of all litigation against prime proposing entity for the last five years as it relates to construction management services.
 - (b) Describe the circumstances and outcome of each case.

3. Experience and Ability to Perform Services

- (a) Indicate information and experience of your firm [or individual practice]. Describe the firm's capability or ability to provide the services requested. Include a list of the firm's recent projects similar in size and nature. Include relevant information on these projects. Include the year, size and cost of the project. Indicate the members of your References.
- (b) Provide a list of current contracts held with client name and contact information (name, title, address and phone number), client architect and contact information, construction contract cost, and construction manager firm contract cost. Provide a brief description of the project and the scope of services being provided by the construction manager.
- (c) Provide client name, date of original contract, type/size of facility, name of facility, and contact information (name, title, address and phone number) of at least three company references for prime proposing entity.
- (d) Indicate the proposed teams experience with exhibition center or similar projects of similar scope and size.

4. Experience, Qualifications and References of Staff

Provide information regarding the individual(s) that would be involved in the proposed project. Include a resume of the individual providing these services. This shall include an explanation of training, license, certification and experience relevant to this type of project. Indicate what services these individuals will provide.

- (a) Provide references for the individual performing these services.
- (b) Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel. Include an overall summary of estimated hours as well.

5. Your Proposed Service

- (a) State your understanding of this project and your proposed services. Include an explanation if you are providing at-risk or agency services.
- (b) State other services (if any) beyond what has been requested that is included within your proposal.
- (c) Describe your communication methods for this project.
- (d) Indicate any follow-up services proposed.
- (e) Indicate your expectations of the City during this project. Provide a list of tasks to be performed by City staff in areas such as purchasing, finance, facility management, construction project oversight and others.
- (f) Indicate services provided for: managing the project, making sure contractor performs on time and with their best quality, explain what happens when not completed on time, explain the processing of change orders, indicate any proposed

mark-up allowed for change orders (for the Construction Manager), explain how your work categories are placed in bidding categories, explain your process in assisting the owner with eliminating sales tax.

(g) **Self-Performed Work**

Indicate which elements of work your firm would propose to perform with its own forces (all work will be required to be competitively bid including self-performed work). Describe your experience and capabilities at performing this trade work.

6. **Project Schedule:** CM should submit a proposed milestones schedule for the remainder of the project. Additionally, you may provide a narrative outlining option for schedule improvement or schedule concerns. (Limit: one page schedule, one page narrative.)
7. **Contract Documents:** Please provide, as an attachment, a copy of the intended forms of contract utilizing the AIA A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor.
8. **Proposed Cost: (Utilize Form Below) Fee** to be sealed in a separate envelope and will be reviewed with the evaluation committee after other criteria is reviewed. Use the attached form for cost proposal. Fee to include all reimbursable expenses, general condition items and proposed supplemental conditions.

The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the City may negotiate a contract with the next highest scoring proposer.

6. RFP Evaluation Criteria

<u>RFP Evaluation Criteria</u> (Subject to change)	<u>Points</u>
1. Complied with Format, Complete Proposal. Letter of Introduction	Acceptable/Not Acceptable
2. Company Profile and Capability of Firm	20
3. Experience and References of Firm	10
4. Experience, Qualifications and References of Staff assigned.	20
5. Proposed Services	30
6. Expected outcome	5
7. Other	5
8. Cost for Services	30
TOTAL	120

Note that proposer(s) must receive at least 75 percent of the available maximum points of total categories 2-6 for consideration. The City may limit the final list to the top 2 – 4 firms.

7. Insurance:

Contractor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Wisconsin which have at least an “A-” VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

“The City of Appleton’s officers, council members, agents, employees and authorized volunteers” shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis, for both the Contractor and any sub-contractor used on the project.

Waiver of Subrogation applies to general liability, auto and employers liability.
Umbrella applies excess and follows form over general liability, Auto and employer liability.

- a. Ongoing and completed operations coverage. Aggregate limits per project.
- b. **Commercial General Liability Insurance:** The Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury and property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); products and completed operations aggregate limit of \$2,000,000. Such coverage will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the City. Such insurance shall contain coverage for independent contractors, subcontractors and sub consultants of CM. Such insurance shall contain contractual liability coverage for liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- c. **Commercial Automobile Liability Insurance:** The CM shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per accident covering both bodily injury and property damage and shall include coverage for all owned, hired, and non-owned vehicles.
- d. **Worker’s Compensation Insurance:** The CM shall provide Worker’s Compensation Insurance in the required amount as applies to the State of Wisconsin and Employers. Liability Insurance as follows: Bodily Injury by Accident -

\$1,000,000 each accident Bodily Injury by Disease – \$1,000,000 policy limit Bodily Injury by Disease - \$1,000,000 each employee.

- e. **Umbrellas Liability Insurance:** The CM shall provide Excess Umbrella Liability insurance with a combined single limit of \$10,000,000.
- f. **Professional Liability Insurance:** The CM shall provide Professional Liability Insurance with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 aggregate.
- g. **Indemnification:** The CM shall indemnify and hold harmless the City of Appleton and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the performance of the work.
- h. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Firm agrees to provide replacement/renewal certificates at least 30 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

8. Timetable:

- Issue RFP – May 19, 2016
- Proposals Due – June 7, 2016, 1:00 PM CST
- Evaluation – June 13-17, 2016
- Oral Interviews – June 20-24, 2016
- Award – July 6, 2016
- Project Completion – Substantial Completion reached at **September 30, 2017**

FEE PROPOSAL

Submit in a Sealed Envelope

“Fox Cities Exhibition Center” Appleton, Wisconsin

Please provide a Fee Proposal. In your price proposal, please include the following items:

- Cost associated with Preconstruction Services. This should be proposed as a lump sum fee. Please indicate if there is a limit on the man-hours included.
- Construction Management Fee: Indicate your fee in the form of a percentage for the “Cost of Work” directly managed. Indicate what, if any, reimbursable expenses are included in your fee.
- Cost associated with procuring a bond for the project.
- Describe, in detail, the project warranty you would offer for the project.
- General Conditions Costs: Indicate the lump sum cost for general conditions costs. With the understanding that the General Conditions for the project will be outlined in the standard AIA Document A201-2007 (as modified), include a comprehensive list of those components and their respective charges as typically utilized and incurred by your firm, and paid on behalf of, and to be reimbursed by, the Owner.

Items listed below are to include, but not be limited to in the lump sum.

- ✓ Telephone/fax usage
 - ✓ Advertising, signs
 - ✓ Job office & auxiliary office
 - ✓ Job office supplies & equipment
 - ✓ Sanitary facilities
 - ✓ Project Management
 - ✓ Full-time supervision
 - ✓ Superintendent truck
 - ✓ Computer software/hardware
 - ✓ Mobilization
 - ✓ Continuous clean-up
 - ✓ Final cleaning
- General Requirements Costs: The following general requirement costs will be handled as “allowances” in the estimate and GMP. Please explain your approach/philosophy to managing allowances throughout the course of a project.
 - ✓ Permits & fees
 - ✓ Printing & reproduction

- ✓ Postage/Courier
- ✓ Dumpsters
- ✓ Temporary fence
- ✓ Temporary water service set up & usage
- ✓ Temporary electric service set up & usage
- ✓ Temporary natural gas service set up & usage
- ✓ Temporary heat
- ✓ Snow removal
- ✓ Third party testing
- ✓ Temporary barricades (interior and exterior)

1. CM'S FEE:

Basis of Fee: The CM fee is the amount, established by and agreed to by both parties, which is the full amount of compensation due to the CM as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CM performs all the requirements of the Contract Documents within the time limits established.

A separate contract will be issued for any self-performed work if awarded through bidding.

A. PRECONSTRUCTION FEE:

Pre-Construction Fee (Lump Sum): For the pre-construction consulting services provided by CM as set forth in this document.

	TOTAL
Pre-Construction Fee	\$

B. CONSTRUCTION FEE:

Construction Fee (% of the Cost of Work): Cost of Work is the actual cost of construction bids under the direct management of the Construction Manager.

	TOTAL
Construction Fee	%

C. POST CONSTRUCTION FEE:

Post Construction Fee (Lump Sum): For the construction services provided by CM as set forth in this document.

	TOTAL
Post Construction Fee	\$

D. GENERAL CONDITIONS FEE:

General Conditions: General Condition expenses that the CM anticipates and is required

to complete the requirements of the Request for Proposal.

	TOTAL
General Conditions Fee	\$

E. OTHER FEE:

Other: Indicate any other Fee's necessary to complete the requirements of this RFP.

	TOTAL
Other Fee	\$

By: _____
Name and Title of CM Officer

Date: _____

----- END OF DOCUMENT; Attachments to follow -----