

**REQUEST FOR
LETTERS OF INTEREST**

**City of Papillion
Community Center, Recreational Field
Improvements and Supporting
Infrastructure**

**(1100 W Lincoln St.)
(North side of Lincoln Street near Cheyenne Drive)**

Papillion, Nebraska

**PUBLICATION DATE: May 25, June 1, 8, 15, and 22, 2016
LETTERS DUE: 12:00 p.m., June 24, 2016**

General Information

Request for Letters of Interest

The City of Papillion (“City”) is seeking letters of interest for a Construction Management at Risk (CMR) contract for a new Community Center, Recreational Field Improvements and Supporting Infrastructure located north of Lincoln Road between 84th Street and 96th Street. The City shall select prospective CMR contract managers in accordance with the procedures and standards adopted by the City on August 6, 2013, which are available online at http://www.papillion.org/recreation_communitycenter_parkexpansion.cfm. At least three (3) prospective contract managers shall be selected, except that if only two (2) contract managers have submitted letters of interest, the City shall select at least two (2). Selected contract managers shall then be considered prequalified and eligible to receive a request for proposal.

Letters of interest will be received Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays, from May 25, 2016 until 12:00 p.m. on June 24, 2016. Letters of interest shall be clearly marked “Letter of Interest – City of Papillion- New Community Center, Recreational Field Improvements and Supporting Infrastructure Project”.

Submit one (1) original and six (6) copies of the letter of interest including attachments.

Project performance criteria must be received from Jeffrey L. Thompson, Engineer, 9909 Portal Road, Papillion, NE 68046, (402) 898-9092, jefft@papillion.org or via the internet at http://www.papillion.org/recreation_communitycenter_parkexpansion.cfm

Contact with any other City employee, elected official or other individuals or organizations associated with the proposed project may result in disqualification.

Bids must be sent to:

Eliza Butler
Papillion City Clerk
122 E. 3rd Street
Papillion, NE 68046

Letters of interest not addressed and delivered to the above person will not be considered. Letters of interest received after the above stated time and date may not be considered.

The City will not be liable for costs incurred by construction managers for letter of interest preparation, printing, demonstration, or any other costs associated with or incurred in reliance on letter of interest creation. All such costs shall be the responsibility of the construction manager.

Procedures for Evaluation and Determination of Prequalification:

1. Evaluation for prequalification will be done by City personnel and other personnel, as determined by the City. After evaluation the City will prepare letters informing construction managers of their prequalification status. Only those construction managers who receive notice of prequalification will be eligible to respond to the request for proposals.

2. The following factors, where applicable, will be used to determine a construction manager's prequalification status:
 - a. Understanding of all requirements.
 - b. Ability to meet timeline and schedule.
 - c. Services provided.
 - d. The ability, capability, and skills of the construction manager to perform.
 - e. The character, integrity, reputation, judgment, experience, and efficiency of the construction manager.
 - f. The quality and history of previous performance on similar projects.
 - g. Project organization and personnel resources.
 - h. The previous and existing compliance of the supplier with laws.
 - i. Project management and methods.
 - j. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

By submitting a letter of interest, the construction manager/entity understands the following:

1. Information, Discussion, and Disclosures:
 - a. Any information provided by the City to any construction manager prior to the release of this request for letters of interest, verbally or in writing, is considered preliminary and is not binding on the City.
 - b. The construction manager must not make available nor discuss any cost information contained in the sealed copy of the letter of interest to or with any employee of the City from the date of issuance of this request for letters of interest until prequalification has been announced, unless allowed by the City Engineer in writing for the purpose of clarification or evaluation.
 - c. No interpretation of the meaning of the request for letters of interest, or other documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any construction manager.
 - d. Every request for such interpretation or correction should be in writing, addressed to the City Engineer, Jeffrey L. Thompson, 9909 Portal Road, Papillion, NE 68046, voice (402) 898-9092, email: jefft@papillion.org. In case the City finds it expedient to supplement, modify, or interpret any portion of the documents prior to the proposed due date, such procedure will be accomplished by the issuance of written addenda to the request for letters of interest which will be placed online at http://www.papillion.org/recreation_communitycenter_parkexpansion.cfm
2. Addenda:
 - a. All addenda will become part of this request for letters of interest and must be responded to by each construction manager.

- b. All addenda must be acknowledged in writing in the letter of interest submitted by the construction manager.
- c. This request for letters of interest, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

The City considers all information, documentation and other materials submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.01.

Construction managers are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of submission. The construction manager will be required to fully defend, in all forums, the City’s refusal to produce such information; otherwise, the City will make such information public.

Contract Provisions:

The contract, if awarded, will include the following provisions:

1. Fair Labor Standards:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), the construction manager declares, promises, and warrants it has and will continue to comply fully with fair labor standards in the pursuit of his business and in the execution of the contract he is bidding. In execution of such contract fair labor standards shall be maintained, provided, no agency or department of the state shall make any requirements, because of Neb. Rev. Stat. §§ 73-101—73-104, that will increase the cost to the state of merchandise, materials, supplies or services. Such requirements shall not apply to such governing authorities that prescribe, in the terms of the contract for public works, provisions governing the hours of labor, rates of pay, and conditions of employment.

2. Non-Discrimination Clause

Pursuant to Title VI of the Civil Rights Act of 1964 and Neb. Rev. Stat. §§ 48-1001, et seq. & 48-1101, et. seq., the construction manager declares, promises, and warrants it shall not discriminate against any employee who is employed in the performance of the contract, or against any applicant for such employment, because of age, color, national origin, race, religion, marital status, disability or sex.

3. Conflict of Interest Clause:

The parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises

any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the City, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

4. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Mayor of Papillion and the construction manager.

5. Breach:

Should the construction manager breach, violate, or abrogate any term, condition, clause or provision of this contract, the City shall notify the construction manager in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the City may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

6. Assignment:

The construction manager may not assign this contract without the prior written consent of the City.

7. Independent Contractor:

The construction manager shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the City. The construction manager, its officers, employees and agents shall at no time represent the construction manager to be other than an independent contractor or represent themselves to be other than employees of the construction manager.

8. Indemnity:

The construction manager shall indemnify and save harmless the City, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against the City, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said construction manager or its servants, agents, and subcontractors, as well as, all claims of damage in fulfilling the contract.

The City reserves the right to amend such provisions up and until the contract, if awarded, is executed by the construction manager/entity and the City.

Request for Letters of Interest:

1. General Project Description

A community center was identified as a top priority by the 2011 Master Parks Plan. In May 2015, the Mayor and City Council appointed a Parks and Recreation Steering Committee, composed of individuals representing various facets of the Papillion community, to recommend whether Papillion residents should be allowed the opportunity to vote on raising sales tax by 0.5% to support Papillion parks and recreation.

With review and input by the Steering Committee, the proposed community center was shaped to include an array of features serving various needs and interests by residents of all ages within the Papillion community. The proposed facility would be located on the site of the Papillion Recreation Department's current office at 1100 W Lincoln St., on the north side of Lincoln Street near Cheyenne Drive.

The proposed community center facility is estimated to cost \$40-\$45 million and would include the following features:

COMMUNITY CENTER/FIELD HOUSE

- Indoor aquatics with lap swim, therapeutic water and leisure water features
- Multi-court gymnasiums
- Community gymnasium with stage
- Elevated walking track
- Exercise facility (cardio, weights, multi-use classrooms and fitness assessment)
- Community meeting rooms and banquet facility with catering kitchen
- Youth drop-in center
- Senior Center
- Child Watch
- Arts space
- Information/Technology center
- Potential community partnership space
- Indoor soccer field (8 v 8)
- Indoor Baseball/Softball turf infields
- Retractable batting cages/pitching tunnels
- Indoor/Outdoor spectator mezzanines
- Concessions
- Equipment storage
- Loading dock
- Supporting site infrastructure

In addition to the community center, the Steering Committee also reviewed plans for a future expansion to Papillion's City Park, linking it with the community center area. The proposed site amenities include:

PARK EXPANSION

- Lighted turf soccer/lacrosse/football field
- Lighted 8 fields for softball/baseball complex
- Batting cages
- Maintenance/Storage garage
- Internal park trail system
- Dog park
- Natural play area
- 2 water retention ponds
- 2 new U13+ soccer fields
- 2 new U11 soccer fields
- 2 new 9/10 soccer fields
- 2 new U6/7/8 soccer fields
- Movement of existing 7 soccer fields to the west to maintain a contiguous soccer complex in the park
- Supporting site infrastructure

Conceptual designs of the proposed community center, as well as planned future expansion to Papillion's City Park can be viewed at the link below. The scope and uses outlined in these concepts are subject to change based on the final design. Click on each image to view it in greater detail.

http://www.papillion.org/recreation_communitycenter_parkexpansion.cfm

2. General Timeline

Prequalified construction managers must be able to meet a flexible schedule. Financing for this project was approved by a vote of the people on May 10, 2016. We expect the selection process for a CMR to be complete by the fall of 2016 with design continuing into 2017 with the assistance of the CMR. Site preparation and supporting infrastructure may begin as early as 2017. The improvement of Lincoln Road shall not be part of this project scope and it is expected to be designed bid and built by summer of 2017.

3. Requirements for Request for Letters of Interest

Letters of interest will be accepted from the Construction Managers/Construction entity from which specific information is being furnished. Prequalified construction managers must be able to enter into a contract for and directly manage this project from the office location identified as the principal office in the qualifications information. In order to be considered for prequalification, the construction manager must fully furnish all of the qualification information requested herein. Failure to submit the requested qualifications information in the manner prescribed will be considered nonresponsive and may result in rejection of the submittal in its entirety.

Prospective construction managers shall furnish all of the following qualification information.

A. FIRM INFORMATION

Limit section to two (2) pages.

- A.1 Briefly describe the organizational structure of the firm for which the letter of interest is being furnished. Include the name and address of the firm, the location of the firm's office (principal office) from which most work will be directed, the proximity of the firm's corporate headquarters/home office to the City, and the type of business (e.g. corporation, partnership, individual, joint venture or other).
- A.2 Provide a brief summary of the history, reputation, integrity, capability and character of the firm. Include the number of years the firm has been providing construction services as a construction manager at the principal office location indicated above.
- A.3 Include a summary of the firm's personnel employed in the firm's office for which this information is being furnished.

B. PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES

Limit section to two (2) pages.

- B.1 Provide a brief description of both the Preconstruction Phase services and the Construction Phase services that are customarily provided by the firm for this type of project procurement method.

C. RELEVANT PROJECT EXPERIENCE

Limit section to three (3) pages.

- C.1 Provide a list and description of at least three (3) relevant projects of a similar scope and complexity for which the firm has provided or is providing construction services under similar type contracts which are most related to the services required for this project. All projects must be CMR.

For each project listed, also provide the current phase of the project development, the original Guaranteed Maximum Price, the final construction cost (for completed projects), the scheduled date for completion of the project, the actual completion date (for completed projects), and the type of construction services that were provided (e.g. CMR).

Include contact references (Owner contact and Designer contact) for each of the projects described.

- C.2 Identify those projects for which the construction work was started prior to the completion of all contract documents ('Fast-Track').

D. PROJECT ORGANIZATION AND PERSONNEL RESOURCES

Limit section to three (3) pages.

- D.1 Briefly describe the firm's proposed organizational structure for management, operations and supervision of this project. Identify experience and qualifications, and planned duration of involvement for key personnel that will be a part of the Project Team during both the Preconstruction Phase and the Construction Phase of this project.
- D.2 Describe the current workload of firm. Does the firm have the ability to assign needed resources to this project?

E. PROJECT MANAGEMENT AND METHODS

Limit section to four (4) pages.

- E.1 Briefly describe the firm's philosophy and methods in establishing and managing project contingency for a project of this scope and complexity.
- E.2 Describe the way in which project schedules are developed, monitored and maintained through completion of construction.
- E.3 Provide a description of the way in which the firm identifies prices and manages changes to the work, related to project contingency and related to scope changes.
- E.4 Include a statement confirming that the firm has reviewed and acknowledges the anticipated time-line for design and construction of this project.
- E.5 Provide any comments/exceptions related to the anticipated time-line based on the firm's experience with the design and construction of similar projects.