

REQUEST FOR PROPOSALS

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: July 6, 13, 20, 27 and August 3, 2016
LETTERS DUE: 12:00 p.m., August 5, 2016**

General Information

Notice to Construction Managers

The City of Papillion (“City”) is seeking Proposals from only **pre-qualified construction managers** 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 the construction manager 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.

The successful construction manager shall be able to enter into a Construction Manager at Risk (CMR) contract by September 20, 2016.

Only construction managers that have been notified in writing by the City that they have been pre-qualified will be allowed to provide a proposal for this project. Contact will be made by Jeffrey L. Thompson, City Engineer, 9909 Portal Road, Papillion, NE 68046.

Proposals will be received Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays, from July 6 until 12:00 p.m. Friday, August 5, 2016. Proposals shall be clearly marked “Request for Proposals – City of Papillion - New Community Center, Recreational Field Improvements and Supporting Infrastructure Project”.

Interviews will be scheduled with each firm on Thursday, August 18, 2016. The location of the interviews will be the 3rd Floor of Papillion City Hall, 122 E. Third Street Papillion, NE 68046. The time frame allotted for each firm will be forty-five (45) minutes with the first interview starting at 1:00 p.m. Each firm's time slot will be assigned once all proposals have been received and will be alphabetical to avoid any perception of preference.

Submit one (1) original and six (6) copies of the entire Proposal and an electronic version.

Requests for information and clarification questions must be received by August 1, 2016 at 12:00 P.M. in order for the City of Papillion to have time to issue an addendum. Requests for additional information may be submitted to Jeffrey L. Thompson, City Engineer, 402-898-9092, or jefft@papillion.org.

Criteria must be received from Jeffrey L. Thompson, City Engineer, 9909 Portal Road, Papillion, NE 68046 or via the City’s website at:

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

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

Construction managers that obtain specifications from the website are responsible for obtaining any addenda that may be added at a later time.

Proposals must be sent to:

Elizabeth Butler, City Clerk
City of Papillion
122 E. Third Street
Papillion, NE 68046

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

All proposals submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

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

The City reserves the right to reject any or all proposals and to waive minor informalities.

Procedures for Evaluation and Awarding of Contract:

1. Evaluation will be done by the appointed selection committee. After evaluation, the selection committee will make a recommendation to the City Council for award. This recommendation and pending award will be made at a City Council meeting, which occurs on the first and third Tuesdays of every month. Agendas are available on the Friday afternoon prior to a City Council meeting on our website: www.papillion.org/city_clerk_agendas.cfm The City Council will award the bid by majority vote.
2. The City and the selection committee shall evaluate proposals taking into consideration the criteria listed below with the maximum percentage of total points for evaluation which may be assigned to each criterion as indicated immediately following the criterion.
 - a. The financial resources of the construction manager to complete the project, five percent (5%)
 - b. The ability of the proposed personnel of the construction manager to perform, twenty percent (20%)
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the construction manager, twenty percent (20%)
 - d. The quality of performance on previous projects, twenty percent (20%)
 - e. The ability of the construction manager to perform within the time specified, twenty percent (20%)
 - f. The previous and existing compliance of the construction manager with laws relating to the contract, five percent (5%)
 - g. Other information as may be secured having a bearing on the selection, ten percent (10%)

Terms and Conditions:

Below are the proposed terms and conditions for the contract, which are subject to further negotiation. All general terms and conditions approved in the final contract shall be consistent with nationally recognized models of general terms and conditions, which are standard in the design and construction industry in Nebraska.

1. Performance and Payment Bond:

The successful construction manager shall be required to furnish a performance and payment bonds, and said bonds shall be in the amount of 100% of the total amount of the contract, written by a surety licensed to do business in the State of Nebraska. Said performance and payment bonds shall be provided to the City Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the construction manager's usual sources.

2. Information, Discussion, and Disclosures:

- a. Any information provided by the City to any construction manager prior to the release of this Request for Proposal ("RFP"), 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 proposal to or with any employee of the City from the date of issuance of this RFP until the contract award has been announced, unless allowed by Jeffrey L. Thompson, City Engineer in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications or other bidding documents, nor any 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 addressed to Jeffrey L. Thompson, City Engineer, 402-898-9092, or jefft@papillion.org.
- e. **Requests for information and clarification questions must be received by August 1, 2016 at 12:00 P.M. in order for the City of Papillion to have time to issue an addendum. Requests received after the deadline may not be considered.** In case the City finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective construction managers at the respective addresses furnished for such purpose.

3. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each construction manager.
- b. All addenda must be acknowledged in writing in the proposal submitted by the construction manager.
- c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

4. 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.

2. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Insurance Requirements:

The construction manager shall not begin work under this agreement until all insurance certificates have been filed with the City Clerk.

The construction manager shall not commence work on this contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City, nor shall the contract manager allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the contract and shall be primary with respect to any insurance or self-insurance programs covering the City, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation, and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability

form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired, or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Professional Liability Insurance

Coverage shall be for wrongful acts, errors, or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.

Builders Risk Insurance

The contractor shall purchase and maintain all materials, equipment, and/or machinery involved under this contract and shall assume all responsibility for loss or damage to such property until such time as the materials, equipment, and/or machinery are accepted by the City. The contractor shall provide an "All Risk" Builders Risk or equivalent insurance policy and, if applicable, an Installation Floater insurance policy which includes off-site and transit coverage, including "damage to property of others" coverage, with sufficient limits to cover the value of the materials, equipment and/or machinery involved under this contract.

Certificate of Insurance

The construction manager shall furnish the City with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the City at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this contract, the construction manager shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the City.

The construction manager shall require each and every subcontractor performing work under this contract to maintain the same coverages required of the construction manager in this section, and upon the request of the City, shall furnish the City with a certificate(s) of insurance evidencing the subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the construction manager shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the City, the construction manager shall furnish evidence that the insurance company or companies being used by the construction manager meet the minimum requirements listed in this section.

Upon request by the City, the construction manager shall furnish the City with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this contract, the construction manager's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the construction manager is required to notify the City within thirty (30) days of any deviations from the minimum requirements presented in this section.

11. State and Federal Regulations:

The construction manager must comply with all State and Federal regulations including, but not limited to, Davis Bacon, Buy American, Title VI, etc.

12. Assignment:

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

13. Subcontracting:

The construction manager may not subcontract any work to be performed, without prior written consent of the City. If such consent is granted, the construction manager will retain responsibility for all work associated with the contract. The construction manager must identify any subcontractors it intends to use in the execution of this Contract. The construction manager must identify subcontractors in writing within the proposal.

14. 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.

15. 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.

General Information and Project Background:

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 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

It is expected that the construction manager will design-assist the architect developing the construction documents.

The project will be done on an open-book, cost-plus-fee basis, to a Guaranteed Maximum Price (GMP). The establishment of the GMP is not a part of the proposal but will be accomplished after the CMR is selected and construction documents are substantially complete. The form of agreement template will be *AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor*, but will be subject to negotiations.

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.

Services Required by Construction Managers/Constructors:

Proposals will be accepted from **pre-qualified** construction managers/constructor entity for 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. 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. Some of the information will be duplicated from the construction manager's Letter of Interest. However, in order to compare all proposals equally, the information shall be submitted again.

1. Firm Information

Limit section to two (2) pages.

- a. Describe the organizational structure of the firm for which the RFP is being furnished. Include the name and address of the firm, the location of the office of the firm (principal office) from which most work will be directed, the proximity of the firm's corporate headquarters/home office to Papillion, and the type of business (e.g. corporation, partnership, individual, joint venture, or other).
- b. Provide a brief summary of the history and capability 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.
- c. Describe and document the financial strength/stability of the firm. Include both a current financial statement and a letter from the firm's surety confirming the firm's ability to provide bonding for this project.
- d. Has the firm ever failed to complete work for which a contract was issued, or ever defaulted on a protective bond? If yes, explain.
- e. What is the firm's philosophy regarding self-performed work verses that work being competitively bid and performed by others?
- f. Include a summary of the firm's key personnel employed in the office of the firm for which this information is being furnished.

2. RELEVANT PROJECT EXPERIENCE

Limit section to two (2) pages.

- a. 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 should be CMR and priority will be given to relevant experience in a CM at Risk model, but other relevant projects can be provided

- b. For each project listed, also provide the current phase of the project development, the original GMP, the final construction cost (for completed projects), the scheduled date for completion of the project, and the actual completion date (for completed projects).
- c. Include contact references (Owner contact and designer contact) for each of the projects described.

3. PROJECT ORGANIZATION AND PERSONNEL RESOURCES

Limit section one (1) page (not including resumes and organizational chart).

- a. 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.
- b. Identify the firm's key personnel (indicate full-time or part-time) to be assigned to the project job site for this project during construction (include a current resume for each).
- c. Describe the current workload of firm. Does the firm have the ability to assign needed resources to this project?

4. PROJECT MANAGEMENT AND METHODS

Limit section to five (5) pages.

- a. Describe the differences of a Construction Management at Risk Project vs. Traditional Design/Bid/Build. Where do you believe the single most value is to the Owner is in a CMR Project and why?
- b. Describe the firm's philosophy and methods in establishing and managing project budget and contingency, at all phases, for a project of this scope and complexity. Are you willing to set a GMP for the project? Why or why not.
- c. Describe the way in which project budgets and schedules are developed, monitored, and maintained through completion of construction for a minimum of two of the projects first described above. Select projects that will present significant examples of budget and scheduling changes/challenges, and describe how the firm resolved them.
- d. Submit an example of the project budget (s) and schedule(s) customarily prepared by the firm. (Bring an example to the interview for review.)

Describe how you use Virtual Design Construction (BIM) and who manages that process?

Be prepared to provide examples of project records and reports prepared by the firm at the time of interview.

- e. Describe the estimating and cost control methods and documents used by the firm during both the preconstruction phase and the construction phase of a project.

Include examples, from the projects first described above, of successful constructability analysis and value engineering efforts to maintain project budgets without sacrificing overall project quality.

- f. 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 under a GMP.
- g. Include a compilation of the firm's history/experience related to changes to the work/change orders for the projects first described above.
- h. Do you support a savings clause under the GMP? Why or why not?
- i. Provide a complete breakdown of your proposed fees for the project, including a fee for overhead and profit for preconstruction phase services, construction phase services, and fees for changes in work including adjustments of general conditions. Express fees as a percentage or lump-sum.
- j. Provide a General Conditions (GC) Matrix to identify how potential GC costs will be categorized. This GC Matrix will be attached to the contract as an exhibit and will be adhered to in establishing the GMP; therefore, any items not identified will be excluded from the cost of the work.
- k. Provide the following exhibits in your proposals: AIA Contractor's Qualification Statement, Letter from Surety depicting ability to bond the project, and a Sample Insurance Certificate.