



Springville

Department of Buildings and Grounds

Alex Roylance, Director

RFP# 2013-001

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT/ GENERAL CONTRACTOR SERVICES

The City of Springville invites you to submit a proposal for Construction Management/ General Contractor services related to the following project:

SPRINGVILLE CIVIC CENTER PARK AND WATER FEATURES

Project Background

Springville City currently has a population of about 30,000 and a growth rate of about 5% over the past ten years. Build out is expected to occur in about 20 years with a total population of between 50,000 and 60,000 residents.

Springville City has recently constructed a new Springville Civic Center and Fire Station on its property at 110 South Main Street, as well as a new library across the street from the City's Civic Center and Fire Station. After the completion of the new buildings, the City demolished the old civic center and library and is desirous to add a park with water features to the site that will complement the City's Civic Center and Fire Station and be inviting to residents and visitors.

Springville City has chosen MGB+A Architects to be the design team for this project. MGB+A has acquired the services of JRCA Architects, Cloward H2O, and Bowen and Collins & Associates to work with them in their respective fields for this project. MGB+A will design a project that includes a water feature/spray park, public restroom, park space, and all other associated amenities related to this project.

The purpose of this request for proposals is to select a qualified firm to provide construction management and general contractor services (the "Construction Manager") for this project.

Design

In designing the Civic Center Park, the City, MGB+A, and the Construction Manager will work together to design and construct a park with water features that will:

- Maintain the formal appearance of the Civic Center Park yet are still inviting for youth and families (Structures should match the existing features in design and colors as much as feasible);
- Allow for easy access and use by park patrons;
- Be appropriate for the current park and its function;
- Meet or exceed all current regulations for spray parks and interactive water features, including all local, County and State rules, laws and regulations;
- Include appropriate restroom facilities for the park; and
- Incorporate the existing "Victory" fountain, existing sculptures on the site, sculptures that the City has in inventory, and the City's title as the "Art City" in the design of the area;
- Enhance and add to the existing landscape, trees, fences, and other features; and
- Be completed before November 1, 2012.

Aerial photos of existing property are included with the RFP.

Proposed Budget

The proposed project budget is \$600,000 to \$650,000 for the entire project. This budget is to include all costs for all architectural and engineering services, CM/GC services, construction of the project, and all contingencies.

Project Implementation Process

The Construction Manager, along with working with MGB+A, will work primarily with the Director of Buildings and Grounds, City Engineer, and Parks Superintendent in developing designs. The Construction Manager may also be required to consult with the Parks and Recreation Board, elected officials, City Administration, Planning and Zoning, and other interested parties and qualified individuals associated with Springville City.

Proposed Project Timeline

Firms submitting proposals need to be aware that Springville City desires to contract with a professional firm that will work within a schedule to get the project completed by November 1,

2012. Springville City desires to contract with a Construction Manager that can timely supply all construction and management services necessary for the project. The following are the schedule dates currently set by the City:

RFP Due Date and Time	July 25, 2012, by 5:00 p.m.
Evaluation of RFP's	July 25- 30, 2012
Interviews of Firms	July 31, 2012 (if required)
Firm Selected	August 1, 2012 Pending Springville City Council Approval
Substantial Completion of Project	November 1, 2012

Scope of Professional Services

The Construction Manager will be required to provide a full range of construction and management services for the project. The Construction Manager shall perform and be bond to all of those requirements listed in this RFP and the Contract Documents, including the AIA Document A133-2009. In general, the Construction Manager shall perform services in the Pre-Construction and Construction Phases, as follows:

1. Pre-Construction Phase

- Review conceptual design and recommend cost saving alternative solutions;
- Advise on selection of materials;
- Recommend building systems and equipment;
- Provide recommendations on construction feasibility;
- Advise on availability of materials and labor;
- Provide a preliminary construction schedule;
- Establish bidding and construction contingencies;
- Assist in value engineering services for the project;
- Assist in developing and review design development documents; and
- Provide a Guaranteed Maximum Price for the cost of construction.

In accordance with the AIA Document A133-2009, the Guaranteed Maximum Price shall be the sum of the Construction Manager's estimated Cost of the Work, including contingencies and the Construction Manager's fee. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, or an amendment to that sum, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the City.

2. Construction Phase

- Procure all necessary materials to complete the work as required in the Contract Documents;
- Furnish and install all work as required in the Contract Documents;
- Prepare necessary bidding information and pre-qualification criteria for subcontractors for that portion of the work that will not be completed by the Construction Manager's own personnel;
- Solicit, receive, and award all necessary subcontractor bids;
- Supervise and direct the work of subcontractors;
- Provide a project superintendent for the duration of the project;
- Provide and maintain a construction schedule;
- Schedule and conduct at least bi-weekly progress meetings with the City and Architect;
- Provide the City with post-construction services, including but not limited to, operations and maintenance training and warranty inspections for the project.

The Construction Manager must present evidence of the following:

- A license to do work as a General Contractor in the State of Utah and perform the work required for the project;
- The ability to sufficiently acquire all necessary bonding for the project;
- The ability to acquire necessary insurance for the project and include Springville City as an additional insured for the project;
- A knowledge of all Federal, State, and local regulations pertaining to public water features and experience with acquiring necessary permits to construct such features; and
- Experience in working with all proposed subcontractors.

Organization of the Proposal

Proposals should be concise and focused. The proposal must indicate project team member is responsible for the work proposed. The proposal must include examples of similar such completed projects from the firm in the five years prior to the proposal date. To aid in the comparative evaluation of the proposals, please include the following:

1. A list of similar projects, including park construction and water feature construction completed within the past five years.
2. A statement of project understanding.

3. A summary of the project team described in the qualification statements. Include the project lead and experts in differing fields. Include a list of all proposed subcontractors and the related experience of the subcontractors.
4. A work plan form outlining your understanding of the scope of this project and how you will go about implementing the scope. This plan should relate specifically to the information and resources needed to successfully execute the project. For example, you may reference the number of planned coordination meetings, how your staff or sub-consultants will be employed to accomplish various tasks, proposed timeline for the project, proposed completion date, etc.
5. A description of your firm's experience in cost estimating and management of project budgets.
6. A proposed project methodology. This should be clear, concise, and complete.
7. Anticipated fees and reimbursable expenses.
8. A list of similar parks that City staff and Parks and Recreation Board members may visit within reasonable distance of Springville, Utah.

Administrative

Pre-proposal Park Site and Informational Meeting:

A tour of the proposed park site and an informational meeting will be held at the Springville City Civic Center located at 110 South Main Street, Springville, Utah at 10:00 a.m. on July 13, 2012. We will walk to the park site after a brief meeting. All firms interested in submitting a proposal must have a representative attend this meeting. Proposals will not be accepted from any contractor not present at the pre-proposal meeting.

Evaluation Criteria:

The City will equally weigh the following criteria in selecting a firm:

1. Qualifications, experience, and background of the contractor.
2. The specific individuals assigned to the project and the time commitments of each.
3. The project schedule and approaches to phasing and design.
4. The Fee Proposal. Please provide the following fee proposals:
 - a. *Pre-Construction Phase Services Fee*. This lump sum fee consists of all costs for the Construction Manager to provide the required services for the Pre-Construction Phase. No other costs will be allowed or considered in addition to this fee for the Pre-Construction Phase.
 - b. *Construction Manager's Fee*. This lump sum fee shall consist of the Construction Manager's overhead, profit, office and onsite personnel costs, and all other costs

associated with managing the project during the Construction Phase of the project, including, but not limited to, the construction, closeout and warranty periods.

- c. *Contractor Change Order Markup*. This is the fixed percentage markup that the Construction Manager may apply to a change order for a scope increase after the Guaranteed Maximum Price has been fixed.

5. Willingness to work with Springville City and an accelerated time schedule.

Proposal Copies:

All interested firms shall submit five (5) copies of their proposals in a sealed envelope identifying proposal as RFP #2013-001 and addressed to:

Bruce Riddle
110 South Main Street
Springville, Utah 84663

Proposals must be submitted by the above listed due date and time. Proposals received thereafter will not be considered. The City will not be liable nor will it accept any responsibility for the premature opening of a proposal not properly addressed and identified.

All information required by this RFP must be supplied to constitute a responsive proposal. Conditional proposals are subject to rejection in whole or in part.

Owner reserves the right to reject any and all proposals should the proposal prices and/or any other submissions differ on the copies of the submitted proposal. Owner reserves the right to waive informalities in proposals.

Errors in Proposals:

Carelessness in quoting prices or in preparation of the proposal will not relieve the firm supplying the proposal from performance. All firms are cautioned to recheck their proposal for possible error. Errors discovered after public opening will be reviewed on a case by case basis for bid acceptance.

Acceptance/Award of Proposals:

All proposals submitted shall be binding for sixty (60) calendar days following the opening date, unless extended by mutual consent of all parties. Proposals will be awarded based upon the Evaluation Criteria set forth above.

Disclosure of Proposal Content:

The Government Records Access and Management Act, (Utah State Code Title 63G, Chapter 2) states that certain information in the submitted proposals may be open for public inspection. If the proposer desires to have information contained in its proposal protected from such disclosure, the proposer may

request such treatment by providing a “written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality” with the proposal (Utah State Code 63G-2-309). All material contained in and/or submitted with the proposal becomes the property of Springville and may be returned only at the City’s option.

Contract Documents:

The Contract Documents for this Request for Bids shall include this RFP, AIA Document A133-2009, and all Addenda. If content in this RFP differs from the provisions of AIA Document A133-2009, the language of this RFP shall govern.

Questions:

All questions should be posted on Bid Sync in order to maintain fairness for the project.

Acceptance of Proposal:

Springville City intends to retain the services of a Construction Manager that best satisfies the design and project needs of the City. This request for proposals does not commit Springville City to award a contract or share the expenses of preparing the proposal or participating in the interviews that may be requested. Springville City may or may not interview firms as part of the selection process.

General Terms and Conditions

The firm whose proposal is selected will be required to enter into a contract with the City for the work to be performed. At a minimum, the Contract will require the selected firm to perform the requirements in this RFP and to do adhere to the following provisions:

Site Investigations, Representations and Photographic Survey:

The Construction Manager acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, materials, water, electric power, road, uncertainties of weather, the conformation and condition of the ground, the character, quality and quantity of surfaces and subsurface materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Failure by the Construction Manager shall not relieve him from responsibility for performing the work.

Indemnification:

The Construction Manager at its own expense, agrees to protect, indemnify, pay on behalf of, defend (with counsel acceptable to the City) and hold harmless the City, its elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all

other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this project under the Contract by the Construction Manager, Construction Manager's agents, employees, subcontractors, or suppliers in the performance and execution of the Contract.

Insurance:

Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by the City, shall name the City as additional insured with waiver of subrogation:

- a. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the State of Utah and the Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.
- b. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
- c. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- d. The Construction Manager shall not commence work under the Contract until all of the insurance required herein shall have been obtained by the Contractor. The Construction Manager shall furnish to the City Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that the City will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

Performance and Payment Bonds:

The successful proposer shall furnish to the City, at the Construction Manager's own expense, a 100% Full Performance Bond and a 100% Material and Labor Full Payment Bond on forms acceptable to the City with good and sufficient sureties to be approved by the City to guarantee the payment and performance of the contracted services.

Minor Changes in the Work:

The City will issue supplemental instructions authorizing minor changes in the work, not involving adjustment to the Contract Sum or the Contract Time.

Proposal Requests:

Construction Manager-Initiated Proposals: If latent or changed conditions require modifications to the Contract, the Construction Manager may initiate a claim by submitting a request for a change to the City that includes the following:

- a. A statement outlining reasons for the change and the effect of the change on the work, providing a complete description of the proposed change that indicates the effect of the proposed change on the Contract Sum and the Contract Time.
- b. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- c. Include an updated Construction Manager's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- d. Proposal Request Form: Use form acceptable to the City.

Change Order:

On the City's approval of a work changes proposal request, the City will issue a Change Order for signatures of the City and the Construction Manager.

Liquidated Damages:

The Construction Manager agrees to deliver services as quoted in this proposal. Failure to deliver as quoted constitutes an event of default. The actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Construction Manager shall pay to the City, liquidated damages for each calendar day of delay, an amount of \$500.00 per day, up to a maximum of sixty (60) calendar days. Should the Construction Manager be unable to complete the delivery at the end of the sixty (60) day period, the City, at its option, may treat the Contract as breached, terminate the Contract, purchase substitute product else-where, and charge the full increase, if any, in cost and handling for such purchase to the defaulting Construction Manager, and seek such additional relief as provided by law. The Construction Manager shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the Construction Manager.

Silence of Specifications:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under the Contract shall be new, unused of the latest product in production to commercial trade and shall be

of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Non-Discrimination and Equal Opportunity:

The Construction Manager agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

Laws and Ordinances:

The laws of the State of Utah shall govern the Contract. Further, the place of performance and transaction of business shall be deemed to be in the Utah County, Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be Utah, and more specifically, the district court of Utah County, Utah.

The Construction Manager agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the Construction Manager's new employees that are employed in the state. The Construction Manager further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

Material Safety Data Sheets:

Under the "Hazardous Communication Act", commonly known as the "Utah Right To Know Act", a Contractor must provide to Owner with each delivery, material safety data sheets which are applicable

to hazardous substances defined in the Act. Failure of the Construction Manager to furnish this documentation will be cause to reject any bid applying thereto.

Warranty:

The firm/individual assumes all responsibility for all of the materials and services provided under this Agreement, whether those materials and services are provided by the firm/individual, purchased ready-made, or provided by a sub-contractor.

Attachments:

- Overhead view of existing site.