

Request for Proposals
West Lafayette Cumberland Park Indoor Recreation and Aquatics Center
Construction Manager as Constructor (CMc) Services
ADDENDUM 1 – AUGUST 8, 2018

Invitation

The City of West Lafayette is requesting proposals for the services of a Construction Manager as Constructor (CMc) as allowed under Indiana Code 5-32 for the West Lafayette Cumberland Park Indoor Recreation and Aquatic Center project. A summary of the project, services requested, submission requirements and selection process are included herein.

Background

Between 2016 and 2017, the City of West Lafayette's Parks and Recreation Department completed a year long process to draft an updated five-year Parks and Recreation System Master Plan. This plan set out a number of priorities for the next half decade to continue the Department's history of excellent service to our community. The top priority resulting from the study is for the City of West Lafayette to construct an indoor recreation and aquatics center for use by the community. A copy of this plan is available on the City's website at

http://www.westlafayette.in.gov/egov/documents/1494356053_63074.pdf

In the fall of 2017, the City commissioned a Viability Study for the facility. Led by the firm Perkins+Will, the plan recommended the "Planning Scenario 3: Community Center with Hybrid Pool" option. This alternative includes a two-story, 64,500 square foot facility with an estimated total project cost of \$29-31 million. A copy of this plan is available on the City's website at

http://www.westlafayette.in.gov/egov/documents/1529436210_09287.pdf.

The City has accepted these recommendations and is now moving forward to implement this plan. As the first action in planning for the renovation, the City has issued separate requests for services needed to plan, build and oversee the project. These include: (1) Architecture/Engineering Services (2) Construction Manager as Constructor (CMc) services, and (3) Owner's Representative services.

Project Summary

The proposed project includes the construction of a new Indoor Recreation and Aquatics Center at Cumberland Park. A summary of key aspects of the proposed project follow.

Site: Cumberland Park is a 62-acre community Park located southwest of the intersection of N. Salisbury Street and Kalberer Road. It is home to Arni Cohen Memorial fields, basketball courts, picnic shelters, recreation sports fields, the Community Gardens, the existing Parks and Recreation Department office and maintenance building, an outdoor playground, trails, the West Lafayette Farmer's Market and access to Michaud-Sinninger Nature Preserve. It is proposed that the Center be constructed at the western portion of the site per Site Planning Scenario 2 shown on page 75 of the Viability Study. This option would preserve open space, make trail connections, maintain three recreation fields, expand Parking and avoid a regulated drain. It would also require relocating the community gardens and the Park Department's storage building (Parks' administrative offices will be located in the new City Hall).

Trail: Project will include a trail connecting this facility to the new West Lafayette City Hall. This route will follow Salisbury and Grant Streets and will consist of existing and new sidewalks/trails. A route for the trail is included on page 71 of the Viability Study.

Building: The proposed facility is a 2-story, 64,500 square foot recreation center. It would include a hybrid leisure and 4-lane lap pool, 3-court gymnasium and running track, 2 group fitness studios, a large fitness center and community meeting/activity space. Preliminary floor plans are included in the Viability Study (Planning Scenario 3, page 87), however these are preliminary and subject to change/validation during the design phase of the project. The City's goal is to make this a green/sustainable facility. Specific goals and objectives for the level of green and sustainable design will be determined early in the design phase.

Temporary Accommodations: The Park building (and site) will be vacated by January 2019. The City has secured temporary space at an off-site location for Park operations during construction. No services related to temporary accommodations are required.

Parks Department Maintenance Building: This project will also include a new Parks department maintenance structure to replace the structure being removed to accommodate the Indoor Recreation and Aquatics Center. The design, budget and location of this maintenance structure will be determined during the next phase of planning.

Cost/Funding: Perkins+Will estimated a cost of \$29-31 million for the building. The City has budgeted up to \$34 million for the total project budget including financing. It is anticipated that the City will sell bonds for this project upon validation of the project budget following the schematic design phase of the project.

Schedule: The City's goal is to begin construction in the spring of 2019, with completion in 2020.

Services Requested

The City of West Lafayette is looking to contract with an experienced CMc to provide the full range of pre-construction and construction services.

Submittal Requirements

Eight hard copy responses and a PDF version on a flash drive shall be submitted by 8:30am (EDT) on August 15, 2018. **Documents received following that date and time will not be considered.** Please seal all submittal documents in a separate interior envelope or box labeled as follows.

West Lafayette
Cumberland Park Indoor Recreation and Aquatics Center
Proposal for CMc Services

Responses are to be sent to:

City of West Lafayette
Department of Development
Attention: Redevelopment Commission
222 N. Chauncey Ave.
Room 102

West Lafayette, IN 47906

The submittal shall include the following components, submitted in this order. The total submission shall not exceed 25 pages.

1. Cover Letter
2. Firm Background –
 - Include lines of service, general approach to projects.
3. Project Team
 - Include brief resume for each team member including their role in the project and date of employment.
 - Include client's main point of contact.
 - Identify percentage of time each individual will commit to the project.
 - Identify hourly rate of each individual.
4. Similar Projects Completed
 - This should document the firm's experience on recreation centers and aquatics centers of similar size and complexity.
5. References
 - Provide a minimum of three client references with contact information.
 - Provide references from Architect/Engineering teams you have worked with on construction management projects. Identify any that were specifically for a CMc project
6. Project Approach - This should include responses to the following:
 - Indicate firm's approach and timing for developing a Guaranteed Maximum Price.
 - Indicate your approach to self-performing work or pre-qualifying first tier subcontractors.
 - Indicate your approach to achieving a green and sustainable project.
7. Project Scope of Work
8. Project Schedule (Gantt Chart)
9. MBE, WBE and VBE Participation
 - Respondents should provide a summary of the firm's history of contracting with or hiring minority, women and veteran owned business enterprises; and
 - Respondents should provide a summary of good faith efforts to fulfill goals for contracting with or hiring minority, women and veteran business enterprises.
10. Certificate of Insurance and Bonding – Indicating compliance with the following:
 - Provide documentation from your surety or bonding agent regarding your firm's bonding capacity. The selected Construction Manager as Constructor will be required to provide a payment and performance bond in the amount of the Guaranteed Maximum Price.

Construction Manager as Constructor shall maintain the following minimum insurance:

Commercial General Liability (Occurrence Form)

○ Each Occurrence	\$1,000,000
○ Products/Completed Operations Aggregate	\$3,000,000
○ General Aggregate (other than Prod/Comp Ops Liability)	\$3,000,000
○ Personal & Advertising Injury Liability	\$1,000,000

CMc to purchase and maintain general liability and other insurance as specified and to cause The City of West Lafayette, Indiana and Owner's Representative to be listed as

Additional Insured with respect to such liability and other insurance purchased by CMC for Project.

Contractor's Professional Errors & Omissions

CMc shall carry Contractor's Professional Errors and omissions with a limit of \$1,000,000

Automobile Liability

- o Combined Single Limit \$1,000,000

CMc to purchase and maintain general liability and other insurance as specified and to cause The City of West Lafayette, Indiana and Owner's Representative to be listed as Additional Insured with respect to such liability and other insurance purchased by CMC for Project.

Workers Compensation and Employer's Liability

- o Workers Compensation State Statutory Limits
- o Employer's Liability
 - Bodily Injury by Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Policy Limit
 - Bodily Injury by Disease \$500,000 Each Employee

Umbrella Liability

- o Each Occurrence and Aggregate \$4,000,000

CMc to purchase and maintain general liability and other insurance as specified and to cause The City of West Lafayette, Indiana and Owner's Representative to be listed as Additional Insured with respect to such liability and other insurance purchased by CMC for Project.

All coverages must be placed with an insurance company with an A.M. Best rating of A- (Financial Size Category of VII or better).

11. Safety

- Provide a summary of the firm's safety record, including Experience Modification Rate.

12. Price Proposal

13. Acknowledgements

- Acknowledge firm capacity to complete this project per the schedule submitted.
- Acknowledge verification of receipt of all addendums to this posting.
- Acknowledge ability to meet requirements of City's Standard Contract terms.

Selection Process

The following is a summary of the review/selection process:

- Upon receipt of submissions, the City's evaluation committee will review proposals and short list firms.
- Firms may be invited for an interview between September 4 and September 14, 2018.
- Interviews will last one hour and will consist of an opportunity for your firm to present your proposal followed by a question and answer discussion.
- At the interview, the City's expectation is to meet with the actual team to be assigned the project, including the project manager.
- After the interviews, the evaluation committee will review all information received and forward a recommendation to the Board of Works for formal action.
- The evaluation committee will consist of:
 - o Mayor John Dennis
 - o Kathy Lozano

- Linda Eales
- Tim Clark
- Larry Oates
- Erik Carlson
- Erin Easter
- The evaluation criteria for the project is as follows:

Evaluation Criteria	Weight (100 total)	Score (1 lowest, 10=highest)	Weighted Score
General Experience and Qualifications	15		
CMc Experience	15		
Aquatic and Recreation Center Experience	20		
Experience of Project Team	15		
MBE, WBE and VBE Participation History and Good Faith Efforts	10		
Compliance with RFP	5		
Fees	20		
TOTAL			

Additional Notes and Requirements

- The selected firm will be required to furnish an agreement containing the provisions attached at the end of this Request for Proposals. The firm’s ability to meet these terms shall be acknowledged in the firm’s Proposal.
- The Redevelopment Commission has established a 10 percent goal for participation in the overall project by minority/women/veteran owned businesses. Firms certified as minority/women/veteran owned businesses by the City of Indianapolis or the Indiana Department of Transportation will be considered eligible for meeting this goal.
- The City of West Lafayette reserves the right to reject any or all responses and to waive any informalities or irregularities in any of the responses.
- The City of West Lafayette intends to establish a Guaranteed Maximum Price for this project. The intent is to establish a GMP at the earliest date possible. In no case shall this be later than after bids have been received from first-tier subcontractors and prior to construction commencing. The GMP will also identify the required date(s) of substantial completion.
- The City of West Lafayette would prefer to select the same CMc for both the City Hall project and the Rec Center project also in the RFP stage, but it is open to different vendors for each project. If CMc is interested in both projects CMc shall provide evidence that CMc has the ability (personnel, bonding capacity, etc.) to perform both projects concurrently.
- It is anticipated that award will be made on or about September 19, 2018.

- Contracts executed related to this solicitation shall include the City of West Lafayette's standard contract terms. A copy of these can be obtained by emailing ecarlson@westlafayette.in.gov.

Questions and Clarifications

In order to provide an equal opportunity to meet and communicate with the evaluation committee in accordance with state statute, the City will only answer written questions submitted by email during the RFP period. Verbal inquiries shall not be made to City or selection committee representatives.

Questions shall be submitted to:

Erik A. Carlson
Director of Development
City of West Lafayette
ecarlson@westlafayette.in.gov
Subject Line: "Rec Center CMC Q&A"

Questions must be emailed by August 6, 2018 at 4:30pm (EDT). If clarifications or corrections need to be issued to this Request for Proposals, an addendum with all questions and responses will be posted to the City website at by August 8, 2018 at 8:30 am (EDT) at this link: <http://www.westlafayette.in.gov/department/division.php?structureid=44>

APPENDIX 1

Q&A

1. **Would you be able to send me a copy of the standard contract terms for these projects?**
Items may be viewed at the end of the A&E or Owner's Rep RFPs available here under the header "Topics of Interest":
<http://www.westlafayette.in.gov/department/division.php?structureid=44>. Also, this information is available in Appendix 2 of this addendum.
2. **Can you clarify if there is a specific format for the price proposal?**
There is not.
3. **I am requesting a copy of the City of West Lafayette's standard contract terms and/or the draft contract for the CMC Rec Center and City Hall procurements.**
See question No. 1.

Appendix 2

City of West Lafayette Provisions Required in All Contracts

This section is included as a courtesy to give advanced notice of requirements on all city contracts. Please acknowledge ability to meet these requirements in the Acknowledgments section of your proposal.

Prevailing Party – Attorney Fees

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Engaging in Activities with Iran

By signing this Contract, **[Selected Respondent]** certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

E-Verify

[Selected Respondent] shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, **[Selected Respondent]** shall enroll in and verify the work eligibility status of all newly hired employees of **[Selected Respondent]** through the E-Verify Program (“Program”). **[Selected Respondent]** is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. **[Selected Respondent]** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that **[Selected Respondent]** or its subcontractors subsequently learns is an unauthorized alien. If **[Selected Respondent]** violates this Section 7(b), The City of West Lafayette shall require **[Selected Respondent]** to remedy the violation not later than thirty (30) days after The City of West Lafayette notifies **[Selected Respondent]**. If **[Selected Respondent]** fails to remedy the violation within the thirty (30) day period, The City of West Lafayette shall terminate the contract for breach of contract. If The City of West Lafayette terminates the contract, **[Selected Respondent]** shall, in addition to any other contractual remedies, be liable to The City of West Lafayette for actual damages. There is a rebuttable presumption that **[Selected Respondent]** did not knowingly employ an unauthorized alien if **[Selected Respondent]** verified the work eligibility status of the employee through the Program.

c. If **[Selected Respondent]** employs or contracts with an unauthorized alien but The City of West Lafayette determines that terminating the contract would be detrimental to the public interest or public property, The City of West Lafayette may allow the contract to remain in effect until The City of West Lafayette procures a new contractor.

d. **[Selected Respondent]** shall, prior to performing any work, require each subcontractor to certify to **[Selected Respondent]** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. **[Selected Respondent]** shall maintain on file a certification from each subcontractor throughout the duration of the Project. If **[Selected Respondent]**

determines that a subcontractor is in violation of this Section 7(d), **[Selected Respondent]** may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by **[Selected Respondent]** or the subcontractor.

e. By its signature below, **[Selected Respondent]** swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to The City of West Lafayette that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

Non-Discrimination

[Selected Respondent] agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That The City of West Lafayette may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by The City of West Lafayette and all money due or to become due hereunder will be forfeited.

Americans with Disabilities Act Requirements

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the City of West Lafayette adopted the 2010 ADA (Americans with Disabilities Act) Standards for Accessible Design applicable to new construction and alterations for facilities. In addition, the City adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011. The City adopted these regulations in December of 2011.

For facilities located within the right of way, including new construction and alterations, minimal standards shall be in accordance with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published July 26, 2011. These standards must be met for covered project elements.

It is the intent and goal of the city to ensure that all new construction within the city of West Lafayette shall comply with all applicable accessibility and non-discriminatory guidelines including the ADA and PROWAG guidelines.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines must be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to be in violation or non-compliance with any portion of these technical requirements, standards and guidelines will not be issued a Certificate Of Occupancy from the City until all applicable requirements have been met.

CITY OF WEST LAFAYETTE
NON-COLLUSION AFFIRMATION

STATE OF INDIANA
COUNTY OF: TIPPECANOE

SS:

The undersigned offeror or agent, duly swears, under penalties for perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

Before me, a Notary Public in and for said County and State personally appeared,
_____, who acknowledged the truth of
the statements in the foregoing affirmation on this _____ day of _____,
20 ____ .

My Commission Expires:

(written) Notary Public

(printed)

County of Residence: _____