

ADDENDUM #1 (Q&A)
Request for Proposals
West Lafayette City Hall
Construction Manager as Constructor (CMc) Services
July 8, 2019

Invitation

The City of West Lafayette is requesting a re-submission of updated proposals from those that had previously proposed for the services of a Construction Manager as Constructor (CMc) for the City Hall project. The CMc method, as allowed under Indiana Code 5-32 for the West Lafayette City Hall project involves the adaptive re-use of the Morton Center (222 N. Chauncey Avenue) into the West Lafayette City Hall. A summary of the project, services requested, submission requirements and selection process are included herein.

Background

Even before toxic mold forced staff out of West Lafayette's City Hall in 2014, the administration had been operating out of disparate locations due to space constraints in the now demolished building. Today, the City is operating out of a range of structures spread throughout the City. This includes a century's-old firehouse, its police headquarters, a former agriculture barn, and a Great Depression-era elementary school.

In 2017, the City embarked on the West Lafayette City Hall Viability Study to evaluate current City facilities, identify space needs for each City department, compare alternative sites and provide recommendations for future facilities. This study was completed by Pizzuti from Columbus, Ohio. Pizzuti recommended the City move forward with the targeted renovation and adaptive reuse of the Morton Center to accommodate City Hall functionality while continuing to operate the facility as a community center. A copy of this plan is available on the City's website at the following link: http://www.westlafayette.in.gov/egov/documents/1530198772_70455.PDF

The City accepted these recommendations and released RFPs in the summer of 2018. As the first action in planning for the renovation, the City issued separate requests for services needed to plan, build and oversee the project. Those included: (1) Architecture/Engineering Services, awarded to a team led by Axis Architecture (2) Construction Manager as Constructor (CMc) services, which is now open, and (3) Owner's Representative services awarded to the Veridus Group.

Project Summary

The proposed project includes the strategic renovation and adaptive reuse of the Morton Center facility (former Morton Elementary School) for community center and city hall functionality. A summary of key aspects of the proposed project follow.

Site: The project would include site improvements in the block bordered by Chauncey Avenue, Columbia Street, Salisbury Street and North Street. Site improvements would include a modified accessible main entrance, potential building expansion, drop-off area, council chambers entrance, outdoor programming areas, parking improvements and related work. The building and site are owned by the City. Additionally, the schematic design of the project will consider the conversion of Chauncey Avenue into a pedestrian plaza and greenspace between the Morton Community Center and the West Lafayette Public Library.

Building: The existing building is a 36,000 square foot, two-story, flat-roofed brick and limestone structure. It was dedicated in February 1930 and was listed on the National Register of Historic places in 1999. 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. Building improvements are expected to include:

- New, high efficiency HVAC system
- New windows
- Improved integration of technology, including AV in the multi-purpose and conference rooms and facility-wide WiFi access
- Accessibility improvements (entrances, bathrooms, play areas, etc.)
- Updated playground and plaza space
- Warming kitchen
- Improved signage/wayfinding
- Additional public art
- Updated interior finishes (carpet, paint, tile, etc.).

Temporary Accommodations: The building and site was vacated in December 2018. The City has secured temporary space at an off-site location for operations during construction. No services related to temporary accommodations are required.

Cost/Funding: Pizzuti estimated a cost of \$6.92 to \$8.64 million for the project, not including site costs and with a 10-15% margin of error. For these reasons, the City budgeted up to \$12.0 million toward the project inclusive of all construction and non-construction costs. The City sold bonds for this project upon validation of the project budget following the design development phase of the project.

Schedule: The City's goal is to begin construction in 2019, with move-in in the fall 2020. Move-in is to be completed no later than 12/1/20.

The 100 percent CD drawings and associated documents for the project can be obtained by emailing mgriffith@theveridusgroup.com

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

One hard copy response and a PDF version on a flash drive shall be submitted by 8:30am (EDT) on July 23, 2019. ***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 City Hall
Proposal for CMc Services

Responses are to be sent to:

City of West Lafayette Redevelopment Commission
Attn: Clerk's Office (Request for Proposals: City Hall CMc)
1200 N. Salisbury Street
West Lafayette, IN 47906

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

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 historic renovation and adaptive reuse projects of similar size and complexity.
 - This should document firm’s general experience with Construction Management and experience with CMc on Public Works projects in Indiana.
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.
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 the 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 July, 29 and 30, 2019.
- 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 Redevelopment Commission for formal action on 7/31/19.
- The evaluation committee will consist of:

- Mayor John Dennis
- City Clerk Sana Booker
- Kathy Lozano
- Tim Clark
- Larry Oates
- Erik Carlson
- Erin Easter
- Marc Griffith of the Veridus Group
- 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	10		
CMc Experience	20		
Historic and Adaptive Re-Use Experience	10		
Experience of Project Team	15		
MBE, WBE and VBE Participation History and Good Faith Efforts	10		
Compliance with RFP	5		
Ability to Meet Schedule	15		
Fees	15		
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 and prior to the solicitation of bids for the project. The GMP shall also identify the required date(s) of substantial completion.
- It is anticipated that award will be made on or about July 31, 2019.

- 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 and Marc Griffith

Director of Development

City of West Lafayette

ecarlson@westlafayette.in.gov and mgriffith@theveridusgroup.com

Subject Line: "City Hall CMc Q&A"

Questions must be emailed by July 15, 2019 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 by July 18, 2019 at 4:30pm (EDT) to:

https://www.westlafayette.in.gov/egov/apps/document/center.egov?eGov_searchDepartment=76&eGov_searchType=100

Appendix 1

(Q&A from original posting in 2018)

- 1. Please advise how we may obtain a copy of the City's standard contract terms.**

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. Item 7 on page 3 of the RFP is Project Scope of Work. Are you looking for a description of the building scope of work, or a description of the CMc services we would provide for the project?**

The Scope should focus on the job the CMc would do for the Owner.

- 3. Item 12 on page 4 of the RFP is price proposal. In addition to our CMc Fee, are you wanting additional information such as Insurance rates, Bond rates, and general conditions costs?**

We would like to see a bottom-line price.

- 4. Do you want Preconstruction fees identified separately from Construction fees?**

Yes.

- 5. Would you be able to send me a copy of the standard contract terms for these projects?**

See question No. 1.

- 6. 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.

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.

Compliance with Accessibility

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 ADA and PROWAG guidelines.

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 SAD standards for new construction and alterations for facilities, and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the City of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the City.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be assessed fines, as follows:

- Non-compliant fee (\$250 per day), and a “Stop Work” order will be issued.
- If after (3) violations and (10) business days to correct non-compliance issues, your contract will be revoked.

Compliance with Title VI

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 Title VI guidelines.

[Selected respondent] in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will **affirmatively ensure** that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.”

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: _____

Addendum #1 – Q&A

Request for Qualifications for Construction Manager as Constructor - West Lafayette City Hall
Questions and Answers:

1. Once awarded, will the AIA Document A133-2009 Form of Agreement between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price be used along with the AIA Document A201-2007 General conditions of the Contract for construction? Is there a draft copy available to review?
 - a. The AIA documents identified above can be used as the form of contract. A draft copy is not available for review.
2. Has a Revit/3D model been developed for the current documents? If yes, could it be made available to the bidders?
 - a. The City will work to make the model available and contact all parties when more information is available.
3. Spec Section 002413, Part 3.1.B, the Bid Category Scopes of Work were not attached at the end of this section as indicated. Could they be provided to the bidders?
 - a. Bid Category Scopes of Work will be made available via email.
4. Can the bid results from the 6/25 bid be made available for review?
 - a. Bid results can be obtained by emailing mgriffith@theveridusgroup.com