

McLeod County
REQUEST FOR QUALIFICATIONS &
PROPOSAL

for a

Construction Manager for
Jail Expansion and
Courthouse Security

Glencoe, Minnesota

**The McLeod County Administrator will accept proposals until
10:00am on July 24, 2015**

Summary

McLeod County is seeking qualifications and proposals from Construction Managers to provide professional services relating to the planning, development and construction for a jail expansion and Courthouse security project. The work will be performed in close cooperation with McLeod County staff, elected officials and the firm of Wold Architects and Engineers.

The proposed project will include adding and/or renovating approximately 18,000 square feet of jail space and creating a new Courthouse entry. The jail addition will be on the southeast side and a new entry plaza will be added on the east side of the existing Courthouse and renovation will occur with some existing jail functional and office spaces. This will result in increasing the existing jail from 35 cells to 54, increasing the existing jail recreational space per DOC requirements and improve alignment of other functional areas including booking. The new entry plaza will provide for future weapons screening area and restrooms. Estimated project budget of work under the direction of the Construction Manager is approximately \$6,000,000.

This Request For Proposal is organized as follows:

Section I	General Requirements
Section II	Specific Requirement
Section III	Quality Assurance
Section IV	Schedule
Section V	Proposal Summary

Herein in 'C/M' will mean "Construction Manager"

1. GENERAL REQUIREMENT

- 1.1. All work performed shall comply with all state, federal and local laws, including but not limited to those related to building, environmental, statutory, legal process, OSHA and the Fair Labor Standards Act.
- 1.2. The County reserves the right to reject any and all proposals, waive informalities, and to award the contract to other than the lowest proposal if, in their discretion, the interests of the county will be best served thereby.
- 1.3. The County reserves the right to negotiate contract changes following the award.
- 1.4. If there is any conflict between these documents and the proposal, these documents shall control.
- 1.5. Proposals must be valid for at least 45 days.
- 1.6. Insurance: The Contract shall be effective only upon approval by the McLeod County Board of Commissioners of acceptable evidence of the insurance required below, issued by insurers admitted within the State of Minnesota. Such insurance shall be in force on the date of execution of this Contract and shall remain continuously in force for the duration of the Contract. C/M shall provide evidence of workers' compensation insurance covering its employees where required by law, and evidence of general liability insurance naming the Board, its officers and employees as additional insured under the policy.
 - a) *Workers' Compensation* insurance that meets the statutory obligations.
 - Workers' Compensation limits are to be statutory per applicable state and federal laws.
 - Employer's Liability Coverage with minimum limits of:
 - Bodily Injury by Accident: \$500,000 each accident
 - Bodily Injury by Disease: \$500,000 each employee
 - Bodily Injury by Disease: \$500,000 policy limit
 - b) *Commercial General Liability Coverage-*
The minimum limits of liability should be:
 - \$1,500,000 Each Occurrence
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - This policy should be written on an occurrence basis, not a claims-made basis.
 - The County will be included as Additional Insured.
 - An Excess or Umbrella Liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.

This coverage shall be maintained for two years after final completion and acceptance of the Project by the Board.

- 1.7. Indemnification: C/M will take all precautions to protect the public against injury, and shall agree to indemnify, release and hold the Board harmless from any and all claims or lawsuits that may arise from negligent acts, errors and omissions of the C/M and its employees.
- 1.8 Nothing in the contract award shall create an employee/employer relationship between the county and the C/M. It is the intention that the C/M will be an independent contractor and not the county's employee.
- 1.9 Any changes, additions or clarifications to the RFP will be made by Proposal addenda.
 - a. Any Proposer in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the County Administrator. At the request of the Proposer, or in the event the County Administrator deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the McLeod County Board of Commissioners. Such addendum will be sent to all Proposers receiving the original RFP and will become part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the County Administrator no later than five (5) business days prior to the Proposal opening date.
 - b. All addenda, amendments and interpretations of this solicitation shall be in writing. McLeod County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses. All contact that a Proposer may have had before or after receipt of this RFP with any individuals, employees or representatives of the County, and any information that may have been read in any news media or seen or heard in any communication facility regarding this Proposal should be disregarded in preparing Proposal responses.
 - c. The County does not assume responsibility for receipt of any addendum sent to Proposers.
 - d. A copy of all addenda issued must be signed and returned with your Proposal.

e. The County Administrator may be contacted
at: County Administrator Patrick Melvin
Suite 110, 830 11th Street East
Glencoe, MN 55336
Voice: 320/864-1324
FAX: 320/864-1809
email: pat.melvin@co.mcleod.mn.us

- 1.10 The county's Project Coordinator is the Chief Deputy of the Sheriff's Office who will be the principle liaison between the County and the Construction Manager. The construction manager shall work with the Chief Deputy and at times work in conjunction with County Building Maintenance Supervisor to achieve an efficient and effective building. The Construction Manager will be expected to appear before the Board on a monthly basis to provide a progress update. The driving forces behind the success of this project will be cost efficiency while maintaining the integrity of the security of the jail.
- 1.11 Applicants are held legally responsible for their proposals. Applicants are not to collaborate, for the purpose of restricting competition, with other applicants or competitors in developing proposals.
- 1.12. Assignability: C/M shall not assign any interest in the contract and shall not transfer any interest in the same, whether by assignment or invitation, without the prior written approval of the Board provided, however, that claims for money due or to become due to the C/M may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of such assignment or transfer shall be furnished to the Board.
- 1.13. Nondiscrimination: C/M will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, sexual preference, disability, age, marital status or status with regard to public assistance or as veteran.
- 1.14. Payment: Payments shall only be made in accordance with the agreed upon Contract. No reimbursements will be made for any expenses incurred by the C/M except for expenses specifically described in the Contract. No payment will be made for any incomplete, inaccurate or defective work until same has been satisfactorily remedied at no additional cost to the board. All work performed and all related documentation records, etc., shall become property of the Board.
- 1.15 C/M is responsible for conducting necessary research, visiting the site and becoming familiar with conditions under which the work is to be performed. McLeod County will not be responsible for any costs incurred by applicants in preparing proposals.

- 1.16 County reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. No Proposer shall have a right to make a claim against the County in the event the County accepts a proposal or does not accept any or all proposals.
- 1.17 The County reserves the right to interview any or all of the Proposers at the county's discretion.
- 1.18 The C/M chosen for this work will not be allowed to provide any of the construction or contracting services for this project.
- 1.19 Jail expansion/courthouse security plans are available for viewing at either:
- | | |
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| Office of the County Administrator | Wold Architects and Engineers |
| 830 11 th Street East, Suite 110 | 305 St. Peter Street |
| Glencoe, MN 55336 | St. Paul, MN 55102 |
| 320/864-1324 | 651/227-7773 |
| pat.melvin@co.mcleod.mn.us | jmcnamara@woldae.com |
- 1.20 The C/M shall have verifiable experience performing work as a construction manager in Minnesota County jail projects.
- 1.21 Bids, including fees and reimbursables, shall be submitted in a not-to-exceed format. Included a detailed breakdown of the basis for all charges. Bids without a cap shall be rejected.
- 1.22 Data Practices: All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Consultant's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended.
- 1.23 Audits, Reports, Records, And Monitoring Procedures
The C/M will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the firm which are relevant to the contract.

2. SPECIFIC REQUIREMENT

The successful firm will be called upon to perform any of the following tasks, in accordance with all applicable state, federal and local laws, rules and regulations. The

successful firm's services may include, but not be limited to:

2.1. ESTABLISH DOCUMENT CONTROLS:

- 2.1.1. Create and maintain filing systems consistent with Owner requirements.
- 2.1.2. Maintain schedules/progress graphs.
- 2.1.3. Prepare and maintain computer logs for items such as changes, requests for information, architectural supplemental instructions, proposal requests, change orders, submittals, contract drawings, and any other such items as deemed necessary by the Owner's Project Coordinator.
- 2.1.4. Maintain project contract documents.
- 2.1.5. Provide organization and filing of warranties and closeout items by specification sections.

2.2. PRE-CONSTRUCTION SERVICES: DESIGN DOCUMENTATION PHASE

- 2.2.1 Perform constructability reviews and advise Architect/Engineer (A/E) on alternative construction and building technologies.
- 2.2.2. Monitor design schedule and budget. Issue monthly status report.
- 2.2.3 Prepare construction schedules
- 2.2.4. Perform value engineering coordination with the Owner and A/E concurrent with the design of the project.
- 2.2.5. Review contract plans and specifications for constructability.
- 2.2.6. Perform technical evaluations of designed and specified products and construction techniques.
- 2.2.7. Recommend construction packaging for bidding and assist Owner in providing continuity documentation to make packages complete with regard to constructability.
- 2.2.8. Provide recommendations on procurement for the Owner's furniture, fixtures and equipment.
- 2.2.9. Advise Owner of assignment of responsibilities for safety programs, temporary facilities, and other project requirements.
- 2.2.10 Attend design review meetings. Meet with Owner's Project Coordinator as often as required to perform the work described above and have project personnel on site on a daily basis.

2.3. BIDDING:

- 2.3.1. Assemble final bid documents and packages for bidding.
- 2.3.2. Advertise bids.
- 2.3.3. Field and obtain answers to bidder's questions and prepare documentation for addenda.
- 2.3.4. Conduct and document pre-bid and post-bid conferences.
- 2.3.5. Analyze bids and make recommendations to Owner for award.

2.4. CONSTRUCTION MANAGEMENT

- 2.4.1. Administer construction contracts as the Owner's agent.
- 2.4.2. Coordinate the activities of the Construction Contractors and A/E organization holding progress meetings with all the principals

- involved.
- 2.4.3. Conduct coordination meetings between Construction Contractors and A/E.
- 2.4.4. Document all meetings and verbal discussions.
- 2.4.5. Monitor construction progress and costs.
- 2.4.6. Process construction contractors payment, including documentation by CM of construction progress.
- 2.4.7. Assist Owner in review of A/E payment requests.
- 2.4.8. Provide monthly and bi-weekly progress reports with analysis and recommendations.
- 2.4.9. Evaluate A/E proposed document changes prior to issuance and make recommendations to Owner for their action.
- 2.4.10. Review, provide cost estimates and negotiate changes to the contract.
- 2.4.11. Review and process submittals and shop drawings.
- 2.4.12. Provide and maintain project records. Monitor Contractors schedule and advise Project Coordinator of schedule impacts and deviations from Contractors critical path.
- 2.4.13. Assist the Owner in obtaining all permits as may be required.
- 2.4.15. Recommend and coordinate services for professionals such as site surveyors, material testing lab services and other special consultants.

2.5. FIELD SUPERVISION

- 2.5.1. Provide field quality assurance inspection for contract document and coordinate code compliance inspections with the contractor and other Regulatory Agencies.
- 2.5.2. Coordinate construction activities and schedules.
- 2.5.3. Coordinate progress field tests and sign-offs by required agencies.
- 2.5.4. The C/M will be on the site full-time from the start of site preparation to project substantial completion.

2.6. CLOSE-OUT

- 2.6.1. Supervise final tests and start-up.
- 2.6.2. Coordinate training of Owner/Operator personnel.
- 2.6.3. Assemble records, drawings, operator manuals, warranties and guarantees, test reports and coordinate compliance with Contract Documents.
- 2.6.4. Prepare documentation for final acceptance, contract closeout and final report.
- 2.6.5. Participate and coordinate in punch-list activities to prepare project for final acceptance.
- 2.6.6. Administer and expedite warranty work.
- 2.6.7. Provide written statement verifying that these documents represent the final state of construction and that all documents being turned over to the Owner are as built corrected.

3. QUALITY ASSURANCE

- 3.1 The proposal should clearly outline the background and experience of the firm with focus on the firm's County experience in Minnesota, including work on County jails and courthouse security. Provide client references (name, address, and phone number) for a minimum of three projects of a similar size and nature. References from Minnesota Counties are required.
- 3.2 Describe methods you will use to ensure that the design and construction of the project will be completed on time and within budget.
- 3.3 List project team members, including subcontractors, who will be involved in the project and provide the following information for each proposed team member:
 - a. Name
 - b. Firm for which they work and specific duties assigned on this project
 - c. The recent experience of individual members on correctional facilities and courthouse security including project, location, year, type of project.
- 3.4 Identify the team member's current project commitment and each project's stage of development. State when the team members will be available to begin work on this project.
- 3.5 No change in personnel assigned to the project will be permitted without prior approval of the County.
- 3.6 Describe in detail the proposed on-site commitment during design and construction.
- 3.7 Provide an example of a cost estimate produced for another Minnesota jail project.

4. SCHEDULE

- 4.1 July 9, 2015 - Release of Request for Proposal: Construction Manager.
- 4.2 Proposals must be received by 10:00am on Friday, July 24 in the County Administrator's Office location at 830 11th Street East, Suite 110, Glencoe MN 55336.
- 4.3 The County Board will select the firms to be interviewed. Those firms selected to be interviewed will be informed of the exact time and place of the interview at a later date. Final selection will be by the McLeod County Board of Commissioners.

- 4.4 Project Schedule is: September 2015, Design Development phase completed
October 2015, Release jail project bids
Fall 2015 or Spring 2016, begin construction
Fall 2016, Certificate of Occupancy

5. Proposal Summary

- 5.1 In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed proposal process, and be signed by an officer of the company who can be accountable for all representations. If the proposed Project team is made up of more than one firm, the proposal must be submitted by only one team member, who shall be responsible for all representations and who shall be the party that enters into a contract with the County.
- 5.2 All proposals shall begin with an executive summary cover letter stating your understanding of the project and why your firm should be chosen for this project.
- 5.3 All proposals shall be submitted to:

Office of the County Administrator
830 11th Street East, Suite 110
Glencoe, MN 55336
320/864-1324
pat.melvin@co.mcleod.mn.us

- 5.4 The outside of the envelope shall be clearly marked:

PROPOSAL FOR
CONSTRUCTION MANAGER
McLeod County

- 5.5 Nine (9) Copies of the proposal shall be provided. It is preferred that proposals be submitted in three ring binders with tabs organized as described in 5.6.
- 5.6 Proposals shall be arranged in the following order and be organized for ease of understanding:
- 1st – Cover sheet with organization name, contact information
 - 2nd – Letter submitting proposal in accordance with 5.01 and any general information the proposer wishes the McLeod County Board of Commissioners to consider about the proposal.
 - 3rd - Outline the background and experience of the firm and project

team members who will be involved in the project and all other information requested in Section 3.

- 4th - List any deviations from this RFP.
- 5th - Any other information the proposer wishes to provide
- 6th - Detailed cost proposal
- 7th - Signature page as provided in this RFP

Signature Page
McLeod County Construction Manager
Request for Proposal

NAME OF PROPOSER _____

OFFICIAL BUSINESS ADDRESS _____

By signing below I indicate that this proposal complies with the specifications of the RFP and that I/We agree to all the terms described herein.

SIGNATURE in ink by: _____

Printed or typed name: _____

TITLE (or position): _____

This Proposal dated the _____ day *-----of _____, 2015

