

# Request for Proposal

---



## *At Risk Construction Management Services for Pine Crest Nursing Home Building Project*

Pine Crest Nursing Home (Lincoln County) is seeking to contract with an individual or entity to provide “at risk” construction management services for a proposed \$6,500,000 building project to construct a 20 bed rehabilitation unit, remodel existing skilled nursing home to provide additional private rooms, possible construction of a new special care unit (budget dependent) and possible remodel of a portion of the existing skilled nursing home to convert it to a CBRF.

Specifications and instructions may be obtained from Lisa Gervais, Lincoln County Pine Crest Nursing Home Administrator at the nursing home (2100 East Sixth Street, Merrill), or online at [www.co.lincoln.wi.us](http://www.co.lincoln.wi.us) . Proposals must conform to the requirements of the specifications and instructions.

Proposals must be received by the Pine Crest Administrator on or before 11:00 a.m. on December 3, 2015 and will be publicly opened in the Pine Crest Nursing Home Conference Room located at 2100 East Sixth Street, Merrill at 11:30 a.m. that day.

## INSTRUCTIONS

### 1. PROPOSALS.

All proposals will be addressed to Lincoln County Pine Crest Nursing Home (Attn: Pine Crest Nursing Home Administrator), 2100 East Sixth Street, Merrill, WI 54452, and delivered to the Lincoln County Pine Crest Nursing Home Administrator. Proposals must be legibly printed or type written. Proposals must be sealed in an opaque envelope labelled "**Construction Management Services Bid**". Proposals must set forth the scope of services to be provided and the qualifications of the individual or entity. Any deviation from the specifications or these instructions must be noted clearly and concisely. Proposals must be signed (by the individual or by a duly authorized representative of the entity) and dated. Proposals must remain firm for a period of ninety (90) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Lincoln County to engage in any procurement or to purchase. Any costs associated with the preparation of a response to this request shall be the sole responsibility of the person submitting the proposal.

Any confidential or proprietary information should be clearly marked as such. The County will use discretion with regards to disclosure of confidential or proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin's Public Records Law.

Once submitted, the proposals and any supplementary documents become the property of Lincoln County.

### 2. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will not be opened nor returned to the bidder. Proposals by email or fax will NOT be accepted. Actual receipt is required.

### 3. COMPETITIVE PROPOSAL/BID.

This is a competitive proposal/bid. The contract shall be awarded to the lowest qualified and responsible proposer/bidder.

### 4. PREVAILING WAGE RATE

Contractors may be required to pay not less than the prevailing wage rates on the project as established by the State of Wisconsin Department of Workforce Development, Equal Rights Division – Labor Stands Bureau, pursuant to Wisconsin Statutes. Copies of the prevailing

wage rate determination (if applicable) will be incorporated in the contract documents by reference.

#### 5. QUALIFICATIONS OF INDIVIDUAL OR ENTITY

Individual or entity shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the services/work contemplated. Lincoln County may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services/work. Lincoln County reserves the right to reject any proposal if the individual or entity fails to satisfy the County that the individual or entity is qualified to perform the services/work contemplated.

Lincoln County may, in its' sole discretion, require proposers to submit sworn statements as to financial ability, equipment and experience in the work/services prescribed AND other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bid proposals are strongly encouraged to incorporate such information (and references for recent, similar work performed) in their bids.

Proposers/bidders assume responsibility for carefully examining the RFP and specifications for the work contemplated; investigating the conditions to be encountered; being satisfied as to the character, quality, and quantities of work to be performed and any materials to be furnished; understanding the requirements of the specifications, special provisions, and contract. Submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

#### 6. CONSIDERATION/AWARD OF CONTRACT

Lincoln County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects. This solicitation may be cancelled.

The award of this contract shall be to the lowest responsible and qualified individual or entity offering the most advantageous bid to Lincoln County, so long as the bid is deemed compliant.

A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its' terms. Lincoln County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Lincoln County and/or its' designee may choose to conduct interviews of qualified and responsible proposers and/or contact current and former customers of proposer.

#### 7. CONTRACT

The successful individual or entity shall execute an Independent Contractor Agreement within thirty (30) days after notice of the award of the contract is given. The request for

proposal, instructions, specifications, proposal and Performance & Payment Bond in their entirety form the primary basis of the agreement and will be made part of the agreement.

#### 8. BOND

Prior to beginning the work, the selected contactor will be required to post a "Performance and Payment Bond" at least equal to the contract price and valid for an agreed-upon term after completion of the project as security for the faithful performance of the work to be contracted.

#### 9. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state and municipal laws, ordinances, rules and regulations. Any permit, license, certification, accreditation (and any fee therefor) shall be the responsibility of the successful individual or entity.

#### 10. ETHICS/CONFLICT OF INTEREST

It shall be unethical for any person to offer, give or agree to give any elected official, employee or former employee or to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement, a purchase request, influencing the contents of any specification or procurement standards, rendering any advice, investigation, auditing, or in any other advisory capacity in any proceedings or application request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

#### 11. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the services provided by the Contractor for the request services addressed in this document.

#### 12. INSURANCE

The selected individual or entity shall have adequate insurance coverage that will protect operations conducted under contract, whether performed by the contractor or anyone employed by them. The contractor shall be required to furnish the County an insurance certificate five (5) days prior to contract award, certifying the contractor is covered by the following types and amounts of coverage:

Type	Limits
Worker's compensation & Employer's Liability	Coverage A: \$ Statutory; Coverage B: \$100,000 Employers Liability
CGL/General liability (Bodily injury/Personal injury, Property damage)	\$1,000,000 each occurrence, Combined single limit \$2,000,000 each occurrence, Combined single limit (excavating/underground/collapse, if applicable to project) \$5,000,000 each occurrence, Combined single limit (if asbestos is involved in project)
Automobile liability – owned/hired/non-owned vehicles (Bodily injury/Property damage)	\$1,000,000 each occurrence, Combined single limit
Umbrella excess liability insurance	\$1,000,000 each occurrence, Combined single limit

Failure of County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of contractor to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Contractor shall maintain insurance for the duration of the contract.

The certificate shall list the Certificate Holder and address as follows: Lincoln County, 801 North Sales Street, Merrill, Wisconsin 54452.

Insurance shall include under the General Liability and Automobile Liability Policies "Lincoln County, its employees, elected officials, representatives, and members of its boards and/or commissions" as "Additional Insured's".

All insurance shall include a thirty (30) day notice to the County prior to cancellation or material policy change.

Contractor shall require sub-supplier; if applicable, to furnish identical Certificates of Insurance to Lincoln County prior to contract taking effect.

### 13. NO ASSIGNMENT

Assignment by the selected Contractor to a third party of any contract entered into for this project is prohibited and will not be recognized by the County unless approved by the County in writing in advance.

### 14. DISPOSAL OF PROJECT-RELATED MATERIALS

Disposal of all materials must be at the Lincoln County Landfill located at N4750 Landfill Lane, Merrill, WI 54452 (715-536-9636).

### 15. TAX EXEMPT STATUS.

Lincoln County is a tax-exempt municipality under sec. 77.54(9a), Wis. Stats.

## **SPECIFICATIONS**

### **1. PROJECT NARRATIVE**

The project is seeking At Risk Construction Management Services for the Design and Construction of a 20 Bed Rehabilitation Unit; Remodeling of a portion of the Skilled Facility to Provide Additional Private Rooms; Design a New Special Care Unit, along with Possible Remodel of Existing Nursing Home Beds to CBRF.

### **2. SPECIFICATIONS/SCOPE OF SERVICES**

These specifications/scope of services are intended to be primarily goal-oriented versus prescriptive in nature. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the proposed price and shall conform in strength, quality and workmanship to that usually provided by the practice.

Bidders shall describe their approach to provide the construction and planning expertise along with applicable warranties, permits, and knowledge to facilitate such a project.

Duties of the At Risk Construction Manager to include (but not limited to) cost estimation; negotiation and preparation of a Guaranteed Maximum Price; competitive bidding as required by Wisconsin statutes; providing a Performance and Payment Bond covering the entire work (which is broadly estimated at \$6,500,000 including immediate site improvements); project and construction scheduling; construction oversight and management; coordinating and collaborating with architect, owner and contractors; and code and regulation compliance. The construction manager will be responsible for guaranteeing the project comes in on time and on budget. The CMAR may not self-perform any of the bid work.

The response must include an original and two (2) copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.

### **3. GENERAL REQUIREMENTS, PERMITS, CODES AND STANDARDS**

- A. All work under this contract shall be done in strict accordance with State of Wisconsin DNR & DWD, Federal Environmental Protection Agency (EPA) Clean Air Act, Occupational Safety and Health Administration (OSHA) worker safety codes and regulations, and all applicable Federal, State and local regulations, standards and codes governing lead and asbestos abatement and any other trade work done in conjunction with this project. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.

- B. The contractor shall apply for and have on-site all required permits and licenses to perform the work as required by Federal, State and Local regulations.
- C. It is the contractor's responsibility to provide all materials, equipment and labor necessary to achieve any clearance or approval to both do the work and to put the work into service.
- D. It is the contractor's responsibility to provide and maintain protection for the public from any hazards caused by this work.
- E. Contractor will need to be responsible for providing their own ladders, scaffolding, lifts or other equipment necessary for the proper performance of the work.
- F. Contractor will be responsible for providing any necessary containment measures to protect occupants, workers and property.
- G. Contractor will be responsible for assuring that employees are provided with and wear any protective gear as required by any regulatory agency.
- H. Contractor shall provide a schedule indicating the approximate dates of all the key functions for the job assuring minimal disruption of ongoing nursing home operations.
- I. Contractor shall be responsible for the safe handling and transportation of all waste generated by this contract to the Lincoln County Solid Waste Landfill. Tipping fees shall be the responsibility of the contractor.
- J. Contractor shall assure that the project area is free of refuse/repared or replaced to the satisfaction of the County.
- K. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the work, with respect to hire tenure, terms, conditions or privileges of employment, or a matter directly, or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry.

#### 4. COMPENSATION

The contractor is to provide a fee proposal for services for the project up to commencement of construction and a fee proposal for services for the construction phase.

A payment schedule will be agreed upon in advance of the work.

#### 5. PROJECT SCHEDULE

<b>EVENT</b>	<b>SCHEDULED DATE</b>	<b>TIME (all CST)</b>
Release of RFP	November 20, 2015	2:00 PM
Proposals Due	December 3, 2015	11:00 AM
Proposals Opened	December 3, 2015	11:30 AM
Reference Checks	December 3 – 21, 2015	NA

Interviews, if necessary	December	
Notification to bidders	After December 21, 2015	

6. PROPOSAL FORMAT & REQUIREMENTS

The response must include an original and two (2) copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid. Interviews, if necessary, will be scheduled the first part of December.

Please address the following in a maximum ten (10) single-sided pages, and in the following sequence (these do not need to be separate tabs):

- a. Cover letter indicating your interest and availability. Please limit to one page.
- b. Brief description of the firm, current number of employees, owners, location(s), contact person, etc. Please limit to one page or less.
- c. Brief description of similar, recent project experience with references. Include photos. Please limit to two pages or less.
- d. Resumes of your key team member(s). Please limit to one page or less, each. Please also identify one team member as your Project Manager and include an organizational chart if desired.
- e. Brief description of similar, recent project experience for other similar organizations. Include commentary about your process for local participation, sales-tax exempt purchasing. Please limit to one page or less.
- f. Fee proposal broken down into the following:
  - (i) Fixed fee (if any) inclusive of all costs known as “reimbursables” for the preliminary design phase concluding in construction cost estimating and preparation and negotiation of the Guaranteed Maximum Price proposal based on the architect’s Scope Documents. The CMAR fee as described below will not apply to these costs.
  - (ii) Percentage fee inclusive of all costs known as “reimbursables” for the bidding and construction phase.
  - (iii) A detailed estimate of your General Requirements (General Conditions) costs including the cost of the Performance and Payment Bond.

Please note: Owner will contract separately for architecture, site planning, interior design, and engineering. The CMAR fee will not apply to these costs.
- g. Include an Insurance Certificate (ACORD form) reflecting your standard insurance coverages.
- h. Please provide a brief description of your financial health, any claims or lawsuits you are currently resolving, and disputes related to your recent projects. Please limit to one page, and preferably, one paragraph.