

**CITY OF LAWRENCE, MARION  
COUNTY, INDIANA**

**REQUEST FOR PROPOSALS**

**for**

**Construction Manager  
as Constructor Services**

For Demolition, Reconstruction and Equipping of:

**Fire Station #38**

**Dated April 10, 2020**

**Response Due:**

**May 1, 2020, 2:00 pm (applicable Eastern Time)**

City of Lawrence  
City Municipal Office Building  
9001 East 59<sup>th</sup> Street  
Lawrence, IN 46216

# **REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES**

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The City of Lawrence, Marion County, Indiana (the "City" or the "Owner") is seeking to hire a Construction Manager as Constructor as allowed under Indiana Code 5-32, as amended, for a project. This Request for Proposals for Construction Manager as Constructor Services (the "RFP") is for the demolition and reconstruction and equipping of Fire Station #38, located at 4450 McCoy Street, Lawrence, Indiana 46226, and currently, and to be, operated by the City (the demolition and reconstruction and equipping of Fire Station #38 as described in this RFP, the "Project"). Below are descriptions of the Project, selection criteria and submittal requirements for interested parties wishing to submit their Proposal (as hereinafter defined) for consideration by the City. This RFP hereby invites the submittal of a proposal (the "Proposal") from persons or entities interested in providing construction management as constructor services as set forth in this RFP for the Project (collectively, the "CMC Services"). By submitting a Proposal, the Offeror (as hereinafter defined) represents that it has carefully read the terms and conditions of this RFP and all attachments and addenda and agrees to be bound by them. This RFP is not an offer to enter into a contract of any kind with the Owner, but merely a solicitation of persons or entities interested in submitting a Proposal to the Owner for the CMC Services (each person or entity, an "Offeror").

## **Section I – Project Description:**

### **Project Scope:**

- A. The Project is for the demolition, reconstruction and equipping of Fire Station #38, located at 4450 McCoy Street, Lawrence, Indiana 46226. The existing facility was constructed new in 1986 and has not had any material renovations or additions since it was constructed.
- B. The City has hired American Structurepoint, Inc. to serve as the Architect for the Project (the "Architect"). The Architect has been working through programming and visioning phase of the Project. This work has led to the development of a draft space program which has enabled the team to establish the type, size and quantity of spaces to comprise the reconstructed Fire Station #38. Design work is currently in progress and the City anticipates that the project will involve the complete demolition of the existing Fire Station #38 and the construction and equipping of an updated facility that better serves the City's needs. The most recent estimated cost for the Project was between \$7,000,000 and \$7,500,000. Please contact Mr. Fenwick to receive a copy of the Design Development drawings for the Project prepared by the Architect.
- C. The Project will be constructed in single phase of bid documents and construction. The Offeror selected by the City as the Construction Manager as Constructor for the Project (the "CMC") will help determine the best overall strategy for this, but it is currently anticipated that there will be one Project phase that begins with the complete demolition and is followed with the construction and equipping of the new facility.
- D. Funding/Authority: It is currently anticipated the Owner will provide bond funding in an amount sufficient for the Project and all related costs. The Owner currently anticipates successfully completing the preliminary determination process without a request for the Project to be

subjected to a petition-remonstrance or referendum by the end of June, and no other community approval processes will be required thereafter.

- E. The cost of work for the CMC Services is to be based on an amount not to exceed \$7,500,000.
- F. The CMC shall be responsible for overall construction scheduling, job site safety and coordination for the entire Project as well as all cost estimating and duration scheduling of all scopes of work for the Project.

**Project Design and Construction Schedule:**

- A. The preliminary Project schedule is shown below. Schedules are very preliminary and are subject to change once design solution is established and construction partners are under contract.

Schematic Design	Complete
Design Development	Complete
Construction Documents	August
Bidding	August
Demolition	September
Construction	September/October
- B. Offerors should assume eighteen (18) months for construction for calculating staffing costs in response to this RFP, but the City reserves the right to adjust this schedule prior to execution of the contract with the CMC. Once the true construction duration has been determined, this lump sum staffing costs fee will be adjusted up or down to coincide with the actual duration.

**Section II – Offeror Information, Relevant Project Experience and CMC Approach:**

**Offeror Identification:**

Name of Offeror  
Year Established  
Address  
Phone  
Website Address

**Business Organization:**

- A. Business structure:     \_\_\_Individual     \_\_\_Partnership     \_\_\_Corporation
- B. Number of years the Offeror has provided Construction Management as Advisor services and Number of years the Offeror has provided Construction Management as Constructor services.
- C. Number of full-time employees of the Offeror.
- D. Provide a brief history of the Offeror.
- E. List principals/officers of the Offeror.
- F. Describe the bond capacity of the Offeror available for this Project. The CMC will be required to provide a payment and performance bond in the amount of the Guaranteed Maximum Price indicated in the contract between the City and the CMC (the "CMC Contract").

- G. Provide a statement confirming the Offeror will meet the minimum insurance requirements for this Project identified in this RFP.
- H. The CMC must be a contractor qualified for all categories which may be part of the Project under Indiana Code 4-13.6, as amended. Provide proof of contractor certification under Indiana Code 4-13.6, as amended.

**Relevant Project Experience/References:**

- A. Fire Station Construction Experience
  - a. List any relevant experience for fire station construction in Indiana for similar projects.
  - b. For each project listed above for experience, list the key people from the Offeror who were involved in the project and a main Offeror's representative with contact information.
- B. CMC Experience
  - a. List any fire station construction projects the Offeror has served in the role of Construction Manager as Constructor under Indiana Code 5-32, as amended.
  - b. List the Indiana fire station construction projects the Offeror has completed as an Agency Construction Manager or Design-Builder within the last five years.
  - c. List the Indiana fire station construction projects the Offeror has served in the role of Construction Manager as Constructor under Indiana Code 5-32, as amended.
  - d. List the private projects or other municipal building projects the Offeror has served in the role of Construction Manager as Constructor in last five years.
- C. References
  - a. Provide a list of five (5) local government client references with contact names and information whom the Offeror has worked within the past five years.
  - b. Provide a list of three (3) architectural partners with contact names and information whom the Offeror has worked on local government building projects within the past five years.
- D. Provide information detailing the Offeror's history on the following related to diversity:
  - a. The Offeror's hiring practices and programs related to increasing opportunities for minorities and women in the construction industry.
  - b. Contracting practices and programs that the Offeror uses for increasing involvement opportunities for minority, women, and veteran business enterprises.

**Staffing:**

- A. Provide a proposed Project team chart.
- B. Provide resumes of team members highlighting relevant project experience.
- C. Provide owner references for team members within the resume.

**Project Approach:**

Please address the following requests for information as they relate to this Project:

- A. Briefly describe the Offeror's project approach to Pre-Construction Services with regard to Estimating, Value/Cost Management and Bidding for this Project.
- B. Describe the Offeror's approach to managing communications during design and construction.
- C. Describe the Offeror's approach to involving the City in the decision-making process.
- D. Describe how the Offeror would manage and staff this Project during construction.
- E. Describe the Offeror's approach to construction for renovations to an occupied school building. Address issues such as phasing, student safety, dust containment, asbestos removal, noise and etc.
- F. For this Project, the Owner would like to set a guaranteed maximum price ("GMP") because it has a fixed budget for the Project. Recommend how the CMC Contract might be structured with a GMP to provide a fair balance of risk between parties. This could include the "cost plus with GMP" or "GMP" options available under Indiana Code 5-32, as amended. Also state if the Offeror is selected as the CMC when the Offeror would recommend to set the GMP and why.
- G. Describe the Offeror's process for working with the Owner to assist it in establishing a prequalifying program for first tier subcontractors as allowed under the Indiana Code 5-32, as amended.
- H. Describe how the Offeror would divide the work into subcontractor packages. Describe how the Offeror would ensure that the Project receives good bid coverage for all packages.
- I. Describe the Offeror's contracting practices and programs that the Offeror would use on this Project to ensure involvement opportunities for minority, women, and veteran business enterprises.
- J. Describe what practices the Offeror would put in place to keep the construction phases on schedule. Specifically address what measures the Offeror would put in place to ensure that subcontractors are staffing the Project appropriately.
- K. Identify if the Offeror will seek to self-perform any of the work. If so, describe the type of work and the Offeror's process for this. When the Offeror is bidding one of these bid packages, describe the Offeror's approach to ensure competitive bids are received from other contractors. Provide data on your recent bidding history in these cases. This data shall include: project, bid category, list of bidders and base bid price for each bidder.
- L. Describe the Offeror's recommendation for handling construction contingencies.
- M. Describe the Offeror's approach to managing the general conditions reimbursable expenses.
- N. Describe the Offeror's approach to punch lists and project completions.

**Insurance Requirements:**

- A. The CMC shall carry the following minimum Insurance policies and limits: Provide a statement and or proof of compliance to these insurance requirements listed below in the written RFP response.

- a. The limits for Worker's Compensation Insurance shall meet statutory limits mandated by State and Federal Laws.
- b. The limits for Employer's Liability shall be as follows:
  - Bodily Injury by Accident \$1,000,000/each accident
  - Bodily Injury by Disease \$1,000,000/policy limits
  - Bodily Injury by Disease \$1,000,000/each employee
- c. The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, and Personal Injury shall at a minimum be as follows:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 Job Site Aggregate
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 Products-Completed Operations Aggregate
    - i. The policy shall be endorsed to have the Job Site Aggregate apply to this Project only. Provide a \$2,000,000 General Aggregate.
    - ii. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2017 under Paragraph 3.18.
    - iii. Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) years after either 90 days following Substantial Completion or final payment, whichever is earlier.
- d. Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall at a minimum be as follows:
  - \$1,000,000 Each Accident
- e. Umbrella or Excess Liability coverage shall at a minimum be as follows:
  - \$10,000,000 over primary insurance.
  - \$10,000 retention for self-insured hazards each occurrence.
- f. Cyber Liability \$500,000 occurrence and General Aggregate Limits.
- g. Employee Theft/Crime Coverage of \$250,000.
- h. Pollution Liability coverage of \$1,000,000.

B. The City shall be named as an additional insured with respect to General Liability, Automobile Liability and Umbrella Liability. Coverage is primary and non-contributory. Waiver of subrogation applies with respect to General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation.

**Section III – Compensation Proposal:**

Include separate fees for Pre-Construction and Construction Phase services to be performed by the CMC based on the proposed Project scope.

- A. Preconstruction Services:
  - a. The proposed fixed fee for Pre-Construction Services to include: Planning and Scheduling, Estimating, Value Management, Quality Review, Preparing Contracts for Construction, Life-Cycle Costing, Front End Specifications, Bid Procurement, Tracking Costs Against the Budget, Design Meetings and all Staffing Costs.
- B. Construction Services:
  - a. Provide a fixed fee for Construction Services to include: Cost of all on-site and off-site CMC staff that will be working on the Project. Provide an Effort Schedule that identifies

the estimated man hours charged each month by each staff position over the course of the Project. These hours should be multiplied by an hourly billing rate that include wages and customary fringes per the attached Effort Schedule example. In addition to a lump sum staffing costs, provide a monthly staffing cost that can be added to or subtracted from the lump sum cost once the construction duration has been determined.

- b. Provide a fee percentage for overhead and profit that will be multiplied by the Cost of the Work.
- C. The Proposal does not need to identify the predicted costs for the following (these items will be considered reimbursable expenses). Items to be included in the General Conditions will be: safety equipment, first aid supplies, handrails and toe boards, opening protection, fire extinguishers, temporary fencing, storage rental, temporary toilets, temporary stairs, temporary enclosures, temporary barricades, project signs, bulletin boards, on-site equipment, printing, telephone expenses, temporary power service, temporary water service, temporary heating service, heating energy charges, temporary wiring, temporary lighting, regular clean-up, trash dumpsters, dump permit and fees, traffic control, temporary roads, roadway maintenance, job trailer/trailer utilities, material testing, project website, permitting and all other jobsite construction-related miscellaneous expenses excluding construction manager staffing costs. The CMC's employee expenses shall be included within the fixed CMC Fee as previously noted above in Item III, B, a.
- D. Items to be completed by other Consultants (Paid directly by the Owner):
  - Architecture and Engineering
  - Site Surveys
  - Soil Explorations
- E. The CMC Contract shall be based on the modified AIA A133 – 2019 Standard 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 and the modified AIA A201 – 2017 General Conditions of the Contract for Construction, both of which may be obtained from the City upon request.

#### **Section IV – Selection Process:**

##### **Selection Criteria:**

- A. The Owner's Evaluation Committee (the "EC") will evaluate Proposals based on the criteria listed below, which will be in accordance with Indiana Code 5-32, as amended, and all applicable federal, state, and local laws, as well as the Owner's policies and procedures.
  - a. Fire station and local government building experience
  - b. Experience with similar fire station projects
  - c. CMC experience with projects of similar size and scope
  - d. Key personnel and relevant experience
  - e. Project approach and alignment with the City's mission and vision
  - f. Firm's financial and staffing capacities.
  - g. References
  - h. Offeror's history of contracting with or hiring minority, women, and veteran business enterprises, and good faith efforts to fulfill the state's goals for contracting with or hiring minority, women, and veteran business enterprises.

- i. Fee proposal
  - j. Interviews of the short-listed Offerors, if any
- B. EC Members
- a. Mayor Steve Collier
  - b. Deputy Mayor and City Controller Jason Fenwick
  - c. City Fire Chief Dino Batalis
  - d. Ashley Hopper, Attorney

**Selection Schedule:**

- A. The following is the selection process schedule:
- |  |                            |
|--|----------------------------|
| Board of Works approves CMC Process        | April 9, 2020              |
| EC Meeting                                 | April 10, 2020             |
| Public Notice (1 <sup>st</sup> ) in paper  | April 10, 2020             |
| RFP is available                           | April 10, 2020             |
| Public Notice (2 <sup>nd</sup> ) in papers | April 17, 2020             |
| Proposals due                              | May 1, 2020, at 2:00 PM    |
| EC Meeting (review proposals)              | Week of May 11, 2020 - TBD |
| EC Meeting (interviews, if required)       | Week May 18, 2020 – TBD    |
| Board Approval of CMC                      | TBD                        |
- B. The City anticipates the EC conducting interviews of only those Offeror’s which the EC determines to be short-listed for further evaluation with respect to the Project.

**Section V - Submittal Format and Submission:**

- A. Please submit one electronic copy in PDF format and 7 hard copies.
- B. Hard copies shall not exceed 8 ½” x 11” and shall be bound.
- C. Please limit size of the RFP to no more than thirty pages of information.
- D. Deadline -
- a. Proposals must be received no later than 2:00 PM, local time, on May 1, 2020. Proposals shall be addressed to Mr. Jason Fenwick, City Controller/Deputy Mayor and delivered to the City Municipal Office Building, which is located at 9001 East 56<sup>th</sup> Street, Lawrence, Indiana 46216.
  - b. The EC will review and evaluate only those Proposals that the Owner and the EC, in their sole and complete discretion, determine to be submitted in compliance with the requirements set forth in this RFP and contain all of the information required by this RFP. It is the Offeror’s sole responsibility to ensure that the Proposal is delivered in compliance with all of the requirements set forth in this RFP and contains all of the information required by this RFP. If a Proposal is mailed, the post office becomes the agent of the Offeror and not that of the Owner. DO NOT FAX OR EMAIL PROPOSALS. PROPOSALS RECEIVED VIA FAX OR EMAIL WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE OFFEROR WITHOUT CONSIDERATION BY THE OWNER OR THE EC. Each of the Owner and the EC reserves the right to reject for any reason and for no reason at all any and all Proposals received by the Owner and to be the sole judges of the value and merit of the



Proposals submitted. The Owner reserves the right to terminate for any reason and for no reason at all the Project prior to executing the CMC Contract. If such termination occurs, the Owner shall not be liable for any costs incurred by any of the Offerors with respect to any Proposal.

**Section VI – Communications during RFP Process:**

- A. Once the first public notice is published and until the completion of the CMC procurement process, all questions and communications regarding this RFP, the Project and/or the CMC selection process must be addressed only to the Mr. Fenwick. Only answers issued in writing by addendum will be considered by the Offeror's as valid responses by the City.
- B. Any Offeror who otherwise contacts any employee, agent or elected or appointed official of the Owner or any member of the EC during the selection process is subject to disqualification at the sole and complete discretion of the City.

**Section VII – Miscellaneous Provisions:**

- A. The City reserves the right to terminate the RFP process for any reason, to be the sole judge of the Proposals submitted, to reject any and all Proposals, and to waive any informalities or irregularities in any of the Proposals.
- B. The City creates no obligation, expressed or implied, of any kind or description in issuing this RFP or receiving a Proposal. Neither this RFP nor any Proposal shall be construed as a legal offer.
- C. The City assumes no responsibility or liability for any expenses incurred by any Offeror or the CMC in connection with the preparation or delivery of a Proposal, requested interview or any action related to the process of completing and submitting a Proposal to this RFP.
- D. All documentation and submittals provided to the Owner or the EC may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner and the EC will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.
- E. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner or the EC under the applicable public records law. The Owner will endeavor to provide at least two (2) business days' notice of a public records request for material submitted pursuant to this RFP. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) business days of receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.
- F. Owner/EC Rights and Procurement Conditions: Each of the Owner and the EC reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:
  - a. To cancel the procurement process and reject any and all Proposals;
  - b. To waive any informality or irregularity;

- c. To revise this RFP, any documents related to this RFP, any addendum to this RFP and the schedule via an addendum;
  - d. To reject any Offeror that submits an incomplete or inadequate Proposal or is not responsive to the requirements of this RFP;
  - e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its Proposal and require additional evidence of qualifications to perform the work described in this RFP;
  - f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
  - g. To contact references who are not listed in the Proposal and investigate statements on the Proposal and/or qualification of the Offeror and any firms or individuals identified in the Proposal;
  - h. To consider alternative technical concepts and/or approaches identified by Offerors;
  - i. To take any action affecting the RFP process or the Project that is determined to be in the Owner's best interests;
  - j. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the Proposal. Such approval or disapproval shall not be unreasonably exercised; and
  - k. To negotiate submitted fees with any Offeror.
- G. Offerors shall, if requested by the EC, provide a fully completed Financial Statement specific enough for the Owner's governing body to make a proper determination of the Offeror's capability for completing the Project if awarded.

#### **Attachments**

- **Exhibit A:** Protest Procedure:
- **Exhibit B:** Legal Notice

## **Exhibit A**

### **Protest Procedures**

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The protest procedures applicable to the selection of the CMC are as follows

- a. All protests will be directed to: Mr. Jason Fenwick, City Controller/Deputy Mayor
- b. Any protest based on the form or content of the RFP and related documents, which is or should have been apparent prior to the date established for submittal of the Proposal, will not be considered if received by the person set forth above later than ten (10) calendar days prior to the specified submittal date.
- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror was notified of any selection decision; however, in no event will a protest be considered if all Proposals are rejected or if the protest is received after award of the Contract.
- d. To be considered, a protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Non-MEP Homestead High School Renovation/Expansion Project; (3) a detailed description of the specific grounds for the protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following Business Day.
- f. By submitting a Proposal in response to this RFP, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting its Proposal.

## Exhibit B Legal Notice

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### Notice of Request for Proposals for Construction Manager as Constructor Services

Notice is hereby given that the City of Lawrence, Marion County, Indiana (the "City" or the "Owner"), requests any construction manager as constructor (as defined in Indiana Code Section 5-32-2-5, as amended) which is interested in being considered by the Owner as the construction manager as constructor with respect to the proposed demolition, reconstruction and equipping of Fire Station #38 located at 4450 McCoy Street, Lawrence, IN 46226 (the "Project"), all as described in more detail in the Request for Proposals for Construction Manager as Constructor Services, dated as of April 10, 2020 (the "RFP"), to submit a Verified Statement of Proposal to provide Construction Manager as Constructor Services for the Project. The Project Cost of the Work is currently estimated to be between \$7,000,000 and \$7,500,000.

Verified Statements of Proposals shall be received by the Owner until 2:00 PM, applicable Eastern Time on May 1, 2020, at the City Municipal Office Building, which is located in the 9001 East 59<sup>th</sup> Street, Lawrence, Indiana 46216, Attention: Mr. Jason Fenwick, City Controller/Deputy Mayor. Each response to the RFP that the Owner and the Owner's Evaluation Committee (the "EC") will determine to be a qualified response must be in accordance with the RFP and all of the provisions of Indiana Code 5-32, as amended, and as applicable to the RFP process. Each response to the RFP must also be submitted by a person or entity satisfying the definition of a construction manager as constructor as defined in Indiana Code Section 5-32-2-5, as amended.

To obtain a copy of the RFP or any other available additional information regarding the Project or to ask any questions regarding the RFP or the Project, please contact Mr. Fenwick as set forth above. Unless otherwise specifically authorized by Mr. Fenwick, as of the date of this notice, all communication between any Offeror and the Owner and/or the EC or their respective agents shall be conducted through only Mr. Fenwick. Any Offeror who otherwise contacts any employee, agent or elected or appointed official of the Owner or any member of the EC, other than Mr. Fenwick, between the date of this notification and the award of the CMC Contract is subject to disqualification at the sole and complete discretion of the Owner.

All responses to the RFP received by the date and time set forth above, which shall be determined solely by the Owner in its sole and complete discretion, will initially be reviewed by the EC for compliance with the RFP. The EC will then evaluate all responses and make a recommendation to the Owner regarding which Offeror it believes in its sole and complete discretion provides the best value to the Owner with respect to the Project.

Each of the Owner and the EC reserves the right to reject for any reason and for no reason at all any and all responses received to the RFP and to be the sole judges of the value and merit of the responses offered. The Owner reserves the right to terminate for any reason and for no reason at all the Project prior to executing the CMC Contract. If such termination occurs, the Owner shall not be liable for any costs incurred by any of the Offerors with respect to any response to this RFP.

Dated: April 10, 2020

City of Lawrence, Marion County, Indiana

By: Honorable Steve Collier, Mayor